

Regular Meeting of the Board of Education

Monday, June 9, 2025 6:00 PM

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



<http://www.tinyurl.com/normanboe>

Agenda

The Board reserves the right to consider, take up and take action on any agenda item in any order, except as to items I-IV. The Board may discuss, make motions, and vote on all matters appearing on the agenda. Such 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 405-366-5825. The Board will consider and act upon the matters on the agenda as follows:

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

II. **Pledge of Allegiance**

The Pledge of Allegiance will be led by Marybelle Dixon, Marley Eikel, and Brooklyn Williams

III. **Awards Presentations**

A. **Oklahoma Bar Association Essay Contest**
Presented by Hallie Wright

Ethan Ling - 2nd Place 9th Grade Writing Contest

B. **Oklahoma Seal of Biliteracy**
Presented by Janet Gorton

Sullivan Ho	Hadasa Chanchavac Lopez	Anthony Snyder	Paloma Jo
Finn Madden	Benjamin Edwards	Owen Eshelman	Ryan Zimmerer
Carlos Carrillo	Addison Rice	Hayden Barrowman	Zachary Zimmerer
Mandy Chen	Riley Jewell	Fatima Prado	Rafael Gomez
Antonia Hayman	Kenton McKay	Mila Wilson	Henry Staat
Kallan McKinney	Zoey Davenport	Xuan Zhao	Mariel Carvallo

C. **Fine Arts Awards**
Presented by Dr. Evelyn Kwanza

Oklahoma Education Awards for Arts Excellence in Instrumental Music

Elise Buyten	Serena Cai	Miranda Huang
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Oklahoma Education Awards for Arts Excellence in Visual Art

Piper Bradsher	Nhu Y Dang	Elizabeth Yue
Clarice	Hadyn Hammons	Tomas Zarkhin
Brewster	Zariah Jones	
Lillian Dai		

National Qualifiers for Speech & Debate and Top 8 in State

Phoebe Risch	Sofia Kreft	Brogan Jones	Kamilla Quiambao	Max Dove
Eloise Tucker	Alexander	Sullivan Ho	Emilie Adcock	Chris Long
Hannah Joo	Papavassiliou	Giorgia Kirk	Finn Brockman	
	John-Austin Little			

OkMEA All-State

Mixed Choir

Karen R
Chacon
Chayse French
Sophia Stevens

Orchestra

Melody Chen
Lila Bales
Eden Bales
Serena Cai
Miranda Huang
Jonah Fletcher

Orchestra

Adrian
Clements
Ely Gonzalez
Henry Stoops
Katie Hsieh
Zahara Boston

Wind Symphony

McKenzie
McKinney
Finn Madden
Ethan Jewell
Juel Niimi

**Symphonic
Band**

Chase Holman
Jamal Williamson
Liam Brittan

Young Talent in Oklahoma

Paxton	Darcy Bindel	Zariah Jones	Kylie Borden	Oliver Naden
Hayman	Clarice Brewster	Tomas Zarkhin	Kamilla Quiambao	Nathaniel Lamb
Leilani Dinan	Piper Bradsher	Jackson Alley	Lillian Dai	Hadyn Hammons
Jack Punto	Phoebe Trobare	Greeley York	Amina Eppler	Saryn
Alanna Pack	Zed Irvin	Ryana Sanchez	Elizabeth Yue	Fashimpaur
Jasmine	Sierra Mata	Quinn Holloway	Linleigh Ridgway	Kassidy Keiser
Chavez				Lyric Schopplein
Alena Dang				

D. OSSAA Class 6A - Athletic Awards
Presented by T.D. O'Hara

Norman North High School

State Champions
 Girls Soccer

All-State Girls Soccer
 Parker McGraw and Presley Boyd

Girls Golf - Individual State Champion
 Harlow Gregory

State Champions
 Boys Soccer

All-State Boys Soccer
 Miguel Madrigal, Zachary Jennings and Isaac Hundley

All-State Baseball
 Will Lundquist

Norman High School

Track & Field - Individual State Champion (200 meters)
 Behr Boyd

Academic State Champions
 Boys Soccer

All-State Boys Soccer
 Marcus Baucom

All-State Girls Soccer
 Jane Lockhart and Milley Williams

Academic State Champions
 Boys Golf

All-State Slowpitch Softball
 Ally Jones

E. Oklahoma Scholastic eSports
Presented by Christy Fisher, Jacob Gray and Ian Patrick

Norman North High School

The Finals - 1st Place
 Jordan Bacon
 Shia Robertson
 Luke Davis
 Malakai Maher

Call of Duty: Black Ops 6 - 1st Place
 Owen Putney
 Ryland Fugate
 Christian Muralt
 Miqueas Andujar

Rainbow Six Siege - 1st Place
 Owen Putney
 Ryland Fugate
 Luke Davis
 Malakai Maher
 Jack Shepard
 Matthew James

Street Fighter 6 - 2nd Place
 Cannon Shepherd

Norman High School

Rivals of Aether II - 1st Place
 Jonas Stevens

Fortnite - 2nd Place
 Bryson McCann
 Zechariah James
 James John
 Mario Grajeda Granillo

F. ENERGY STAR Certifications
Introduced by Justin Milner and Presented by Sarah Chan, Energy Specialist

To earn the ENERGY STAR certification, eligible sites must earn an ENERGY STAR score of 75 or higher out of 100—indicating that they operate more efficiently than at least 75% of similar buildings nationwide. Before applying, a building's application must be verified by a Professional Engineer or Registered Architect. This licensed professional must verify that all energy use is accounted for accurately, that the building characteristics have been properly reported, and that the building operates in accordance with industry standards for indoor environmental quality.

Administrative Services Center	Irving Middle School	Reagan Elementary	Washington Elementary
Alcott Middle School	Kennedy Elementary	Roosevelt Elementary	Wilson Elementary
Dimensions Academy	Lincoln Elementary	Truman Elementary	
Eisenhower Elementary		Truman Primary	

IV. **Special Agenda Items**

Pride Month Resolution Presented by Alex Ruggiers, Board of Education Vice President

V. **Public Communications**

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

VI. **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 fundraising 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, which are Monday-Thursday 7:30 AM-3:30 PM and Friday 7:30 AM-11:15 AM.

A. **Purchase Orders (Encumbrances and/or bills to be paid for fiscal year 2024-2025)**

Consent Item

B. **Purchase Orders Overages Report**

Consent Item

C. **Treasurer's Report**

Consent Item

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

Consent Item

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

Consent Item

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

Consent Item

G. **Board of Education Minutes of the Regular Meeting on May 5, 2025 and the Special Meeting on May 19, 2025**

Consent Item

H. **Agreements, Contracts and Renewals for Fiscal Year 2025-2026**

Consent Item

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

- a. CCOSA Legal Assistance Program Agreement
- b. Rosenstein, Fist & Ringold Engagement Letter for Legal Services
- c. Norman Public Schools Foundation Agreement
- d. Rieger Sadler Joyce LLC Legal Services Engagement and Representation Agreement
- e. Triumph Team LLC Agreement for executive coaching and consulting services regarding the district's long-term Strategic Plan

2. **SPECIAL SERVICES (Gayla Mears)**

- a. Tech-Now, Inc. Site Agreement to establish and support a Tech-Now Oklahoma High School Tech program for students with disabilities (an in-school program).
- b. Crossroads Youth & Family Services, Inc Special Services Agreement for Head Start/Early Head Start (Crossroads HS/EHS)
- c. Cleveland County Health Department Agreement to Provide Instructional Services for Children Enrolled in the Early Foundations Program (EF)
- d. Amy Woodruff Agreement for Speech-Language Services
- e. Hearts for Hearing Agreement for Audiological Services

- f. NewView Oklahoma Agreement for Vision Related Services
- g. Crossroads Youth & Family Services, Inc. Agreement for Educational Services at the Emergency Juvenile Shelter
- h. Central Oklahoma Youth Services Company, LLC (COYSCO) Agreement for Educational Services at Cornerstone Adolescent Group Home, Lighthouse Adolescent Group Home, and Lighthouse S.O.

3. **EDUCATIONAL SERVICES (Ann Rosales)**

- a. Board of Education acknowledgement and approval of required letters for the Department of Human Services: (1) Statement of Purpose and Support for District Child Care Services; and (2) designations of owner, decisional authority, management of operations, role of Center Director and authorized representative to make decisions in the absence of owner, and ongoing support and approval of Board of Education.

4. **PROFESSIONAL DEVELOPMENT (Sarah Seymore)**

- a. NWEA Service Agreement for MAP® Growth™ Assessments and Professional Development

5. **STUDENT SERVICES (Kristi Gray)**

- a. SAM Labs Terms and Conditions Agreement for STEM/STEAM related Products and Services

6. **BUSINESS SERVICES (Tyler Jones CPA)**

- a. Constellation Newenergy - Gas Division, LLC Agreement
- b. FrontLine Technologies Group LLC, dba Frontline Education Master Services Agreement for Software and Services
- c. Ohiopyle Prints Inc. for Sale of Product Consent Form
- d. Tyler Technologies, Inc Financial Management Software License Agreement Amendment Renewal
- e. Copier Lease Agreement between NPS and US Bank Equipment Finance for the lease of an additional copier to be placed at the CAL.
- f. Cotton Gallery, Lt for Sale of Product at Wal-Mart Stores Consent Form
- g. Equalis Group Master Intergovernmental Cooperative Purchasing Agreement
- h. Pension Solutions, Inc. Third-Party Administrative Services Agreement and adoption of the Norman Public Schools 457(b) deferred compensation plan.
- i. The Oklahoma Purchasing System (TOPS) Interlocal Cooperation Agreement Renewal between Independent School District No. 15 of Atoka County and Norman Public Schools
- j. Copier Lease Agreement between NPS and US Bank Equipment Finance for the lease of district copiers
- k. Oklahoma Copier Solutions Maintenance Agreement Renewal
- l. JPMorgan Chase Bank, N.A. Oklahoma Purchasing Card Participation Agreement Renewal

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

Operations

- a. Sodexo Management, Inc. Amendment to the Agreement extending agreement for custodial services for 2025-2026, and providing for certain equipment purchases
- b. University of Oklahoma Board of Regents Temporary Classroom Building Ground Lease Agreement
- c. EightTwenty Oklahoma, LLC, and Brightwell Capital Partners, LLC Energy Management Service Agreement
- d. MA+ Architecture On-Call Services Agreement and Supplemental Schedule
- e. Oklahoma Electric Cooperative Memorandum of Sublease Agreement and Ground Lease Agreement
- f. City of Norman Lease Agreement for the City's reservation of a designated area within the Irving and Whittier Recreation Centers for the City's continued operation of an after-school and all-day summer camp program.
- g. Touchstone Management, LLC Agreement for Property Management Services
- h. Board of County Commissioners Interlocal agreement pertaining to the creation or maintenance of streets or driveways which are continuations or connecting links in the state or county highway system

Facilities Management

- a. Cenergistic Service Agreement for Energy Conservation Management

Transportation

- a. YMCA and Norman Public Schools Agreement for student transportation to YMCA after-school programs.

Warehouse

- a. Sumner One Maintenance Agreement for Print Shop Printer

8. TECHNOLOGY SERVICES (Christy Fisher)

- a. Gaggle.net, Inc. Terms and Conditions Agreement for providing Student Web Filter and Safety Management Software, pursuant to the Service Details Quote approved by the Board on April 14, 2025.
- b. Apple Master Lease Purchase Agreement and Resolution Renewal, as modified by the Addendum to the Master Lease Purchase Agreement, subject to the Schedules 2003886043 and 2003768124.
- c. CDW Managed IT Services Agreement Renewal for Rapid Identity Automation
- d. Softchoice Software Asset Management Licensing Subscription Agreement Renewal
- e. United Systems, Inc. Managed Security Protection Services Software Subscription Agreement

9. COUNSELING & STUDENT ADVOCACY (Kitrena Hime)

- a. Assistance League of Norman Agreement for Operation School Bell
- b. Committee for Children Digital Subscription License Agreement to provide for Second Step Grades K-8 Curriculum
- c. Office of Juvenile Affairs MOU Substance Abuse Prevention and Recovery Programs
- d. Sharon Heatly Counseling Solutions, LLC Independent Contractor Agreement for School Counseling Services
- e. The Virtue Center Agreement for Substance Abuse Educational Services

10. PERSONNEL SERVICES (Holly Nevels)

- a. Oklahoma State School Boards Association (OSSBA) Service Agreement for Unemployment Services
- b. Curalinc Employee Assistance Program Agreement

11. INFORMATION SERVICES (Courtney Scott)

- a. Peachjar amendment to the no-cost agreement, extending the term for an additional year, to provide an automated email distribution platform connecting families with information, resources, and opportunities
- b. Target River agreement to provide Targeted Marketing Services to aid in staff recruitment and related to the creation, review, and publication of advertising/marketing materials.
- c. Firm App LLC, software subscription agreement ratification of automatic renewal, with agreement for rate reduction per the FirmApp June Renewal Quote for AI-based ticketing, workflows, and messaging
- d. Apptegy Service Agreement for Website, Mobile App and Mass Notification

12. HEALTH SERVICES (Beth Roberson)

- a. Oklahoma City University's Kramer School of Nursing Clinical Rotation Agreement for Nursing Students
- b. Capital Waste Solutions Service Agreement to Collect and Transport Regulated Medical Waste
- c. Norman Regional Health System (NRHS) Training Center Agreement for AHA Training Sites Support
- d. Total Wellness LLC Service Agreement for Employee Health Exams

13. EDUCATIONAL SERVICES (Holly McKinney)

- a. AlphaBest Education, Inc. Extension Addendum Agreement for Before and After School Child Care Service and Summer Programs

14. STUDENT SERVICES (Dr. Stephanie Williams)

- a. Diligent Corporation Subscription Agreement for Diligent Community Essentials with Policy Publisher Services

I. Adopt a Resolution authorizing and approving the Application of Independent School District No. 29, Cleveland County, Oklahoma for an Opioid Abatement Grant. (Resolution posted with the agenda as Attachment "C")

Consent Item

J. Consideration and vote to elect the following as new members of the Board of Directors of the Oklahoma Public School Investment Interlocal Cooperative (55K001):

Consent Item

Position No. 12: Mandy Kincannon (OSSBA), School Board Member of Moore Public Schools, to a 2025-2028 term

K. State Department of Education Expenditure Claim Signature Requirements

Consent Item

The Oklahoma State Department of Education requires the summary and detail expenditure claim reports must be signed by the Superintendent or a representative authorized by the local board of education. For Norman Public Schools, the Board of Education authorizes the Superintendent to appoint the Executive Director of Support Services, the Federal Programs Director, the Director of Special Services, the Chief Financial Officer, the Director of Finance, the Assistant Treasurer, and/or the district administrator overseeing the area of expenditure to sign the expenditure reports for the district.

L. Renewal of the lease-purchase for the fiscal year ending June 30, 2026, as required under the provisions of the Sublease Agreement dated May 1, 2023, by and between the District and the Cleveland County Educational Facilities Authority

Consent Item

On May 26, 2023, the Cleveland County Educational Facilities Authority (the "Authority") completed the issuance of \$60,750,000 Lease Revenue Bonds on behalf of the Norman Public Schools. As a requirement of the Lease Revenue Bond issuance, the School District agreed to lease certain of its property to the Authority during the 10-year term of the Lease Revenue Bonds. In addition, the School District has agreed to sublease the same property from the Authority so that the School District can operate the facilities during the lease term and to complete the improvements authorized by the voters at the February 14, 2023 bond election. The Sublease Agreement dated May 1, 2023, and executed by the School District requires that the lease-purchase be renewed annually by the School District during the term of the Lease Revenue Bonds. Non-renewal of the lease-purchase by the School District is considered an "event of default" under the terms of the 2023 Lease Revenue Bonds.

M. Renewal of the lease-purchase for the fiscal year ending June 30, 2026, as required under the provisions of the Sublease Agreement dated December 1, 2023, by and between the District and the Cleveland County Educational Facilities Authority

Consent Item

On December 14, 2023, the Cleveland County Educational Facilities Authority (the "Authority") completed the issuance of \$26,040,000 Lease Revenue Bonds on behalf of the Norman Public Schools. As a requirement of the Lease Revenue Bond issuance, the School District agreed to lease certain of its property to the Authority during the 10-year term of the Lease Revenue Bonds. In addition, the School District has agreed to sublease the same property from the Authority so that the School District can operate the facilities during the lease term and to complete the improvements authorized by the voters at the February 14, 2023 bond election. The Sublease Agreement dated December 1, 2023, and executed by the School District requires that the lease-purchase be renewed annually by the School District during the term of the Lease Revenue Bonds. Non-renewal of the lease-purchase by the School District is considered an "event of default" under the terms of the 2023 Lease Revenue Bonds.

N. Financial Advisory Services Contract with BOK Financial Securities, Inc. for Financial Advisor-Consultant services connected with general obligation bonds

Consent Item

VII. New Business: New business refers to any matter not known about or which could not have been reasonably foreseen prior to the time of posting of the agenda. Okla. Stat. tit. 25 § 311(A)(10).

VIII. Administrative Staff Reports

IX. Board of Education Reports

X. Adjournment

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 _____, 2025, at _____ o'clock _____.M.

Cathy Sasser, Board Clerk, Board of Education

Resolution

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

Whereas, Norman Public Schools is a diverse school system serving over 15,000 students; and

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

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

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

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

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

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

Now, therefore, let it be resolved that we, the members of the Norman Public Schools Board of Education, express our unwavering support of all Norman Public Schools students, faculty, staff, and families by proclaiming June, 2025 as LGBTQ Pride Month.

Dated this 9th day of June, 2025

EXPENDITURE DIMENSIONS

[illegible]

Memorandum

To: Cathy Sasser, Clerk of the Board

From: Janine Warren

Date: June 9, 2025

Re: Purchase Order History (Board Meeting 6/09/25)

Report Period: 04/29/25 to 06/02/25

Fiscal Year 25:

Purchase Orders:	#25008241 - #25008672
	#70250051 - #70250054
General Fund	\$ 193,896.08
Building Fund	-
Child Nutrition	185,760.53
Bond Funds	1,098,947.81
Sinking Funds	-
Trust Funds	4,047.78
School Activity Fund	136,631.73
Lease Revenue	81,001.00

NORMAN PUBLIC SCHOOLS - LIVE

OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 04/29/2025 TO 06/02/2025 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Line Description
DETAILS FOR ACCOUNT: 07.7074.51000.651.0100.0000.000.050. APPLIANCES/FURN/FIXTURES							
70250052	001	014435	METEOR EDUCATION LLC	05/20/25	16,101.00	16,101.00	STOCK TO REPLACE BROKEN/DAMAGED F
					16,101.00	16,101.00	
DETAILS FOR ACCOUNT: 07.7076.54720.459.0000.0000.000.705. OTHER CONSTRUCTION SERVICES							
70250054	001	010474	HELLAS CONSTRUCTION INC	05/22/25	32,650.00	32,650.00	NHS Shot Put Landing
					32,650.00	32,650.00	
DETAILS FOR ACCOUNT: 07.7078.54720.332.0000.0000.000.099. ARCHITECTURAL SERVICES							
70250053	001	012837	MIDL ARCHITECTS	05/22/25	22,500.00	2,117.74	hardware replacement for CAL arch
					22,500.00	2,117.74	
DETAILS FOR ACCOUNT: 07.7082.54700.459.0000.0000.000.112. OTHER CONSTRUCTION SERVICES							
70250051	001	000535	TEC-AN INC	05/09/25	9,750.00	9,750.00	ABATEMENT OF TILE AT CLEVELAND FO
					9,750.00	9,750.00	
TOTALS FOR FUND: 07 LEASE REVENUE FUND					81,001.00	60,618.74	
DETAILS FOR ACCOUNT: 11.0003.51000.614.0100.1050.000.115. TESTING SUPPLIES & MATERIALS							
25008661	001	000287	NCS PEARSON ASSESSMENTS	05/30/25	710.00	710.00	JACKSON - KTEA-RECORD-RESPONSE-MA
					710.00	710.00	
DETAILS FOR ACCOUNT: 11.0008.52573.583.0000.0000.000.001. INSERV TRAIN-OUT OF ST TRAVEL							
25008611	001	001268	SOUTHWEST AIRLINES	05/23/25	700.97	700.97	AIRFARE FOR DR. MIGLIORINO TO ATT
					700.97	700.97	
DETAILS FOR ACCOUNT: 11.0012.52511.525.0000.0000.000.001. BUSINESS-SURETY BONDS							
25008399	001	011918	INSURICA OF CENTRAL OKLAHOMA	05/06/25	350.00	350.00	SURETY BOND TYLER JONES - 350.00
25008548	001	011918	INSURICA OF CENTRAL OKLAHOMA	05/16/25	663.00	663.00	SURETY BONDS NICK MIGLIORINO - 2
					1,013.00	1,013.00	
DETAILS FOR ACCOUNT: 11.0012.52511.581.0000.0000.000.050. BUSINESS-IN DISTRICT TRAVEL							
25008582	001	015228	MADISON, SCHELBY	05/20/25	50.00	50.00	REIMBURSE MILEAGE
					50.00	50.00	
DETAILS FOR ACCOUNT: 11.0013.52323.337.0410.0000.000.088. OTH PROFESSIONAL SERVICES							
25008461	001	014623	VALIDATE ME INC	05/12/25	250.00	250.00	SERVICE FOR TRANSCRIPT TRANSLATIO
					250.00	250.00	
DETAILS FOR ACCOUNT: 11.0016.52213.860.0000.0000.000.088. STAFF REGISTRATION & TUITION							
25008340	001	730006	UNIVERSITY OF OKLAHOMA	05/02/25	2,400.00	2,400.00	\$400 PER ATTENDEE Casey Shapiro J
					2,400.00	2,400.00	
DETAILS FOR ACCOUNT: 11.0019.52132.616.0000.0000.000.050. MEDICAL-FIRST AID SUPPLIES							
25008546	001	000245	SCHOOL HEALTH CORPORATION	05/16/25	102.00	102.00	AED ADULT PAD
					102.00	102.00	
DETAILS FOR ACCOUNT: 11.0022.52630.426.0819.0000.000.003. LAWN CARE SERVICES							
25008350	001	015134	DALENS LAWN CARE & SPRAYING S	05/02/25	3,500.00	3,500.00	2ND ROUND OF SPRAYING NORMAN ATHL
					3,500.00	3,500.00	

NORMAN PUBLIC SCHOOLS - LIVE

OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 04/29/2025 TO 06/02/2025 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 11.0024.52573.583.0000.0000.000.001. INSEV TRAIN-OUT OF ST TRAVEL							
25008297	001	012200	JP MORGAN CHASE BANK NA	04/30/25	120.00	120.00	OSCPA ACCOUNTING CONFERENCE - MAY
25008402	001	012200	JP MORGAN CHASE BANK NA	05/06/25	250.00	176.25	RIDE SERVICES TO AND FROM TYLER C
					370.00	296.25	
DETAILS FOR ACCOUNT: 11.0028.52511.653.0000.0000.000.001. TECH RELATED SUPPLIES							
25008596	001	500000	AMAZON.COM	05/22/25	55.00	55.00	5 POWER STRIPS AT \$9.99 EACH
					55.00	55.00	
DETAILS FOR ACCOUNT: 11.0029.52620.459.0000.0000.000.099. OTHER CONSTRUCTION SERVICES							
25008672	001	003108	VECTOR CONCEPTS INC	06/02/25	21,667.10	21,667.10	STUDIO FLOORING CARPET CAL
					21,667.10	21,667.10	
DETAILS FOR ACCOUNT: 11.0029.52620.618.0000.0000.000.050. BUILD OP-CLEAN & MAINT SUP							
25008515	001	013207	BINFORD SUPPLY LLC	05/15/25	6,000.00	6,000.00	FENCE SUPPLIES
25008569	001	015215	LEXICON HOLDINGS INC	05/20/25	400.00		PARTS FOR WATER EXTRACTOR
					6,400.00	6,400.00	
DETAILS FOR ACCOUNT: 11.0030.52530.611.0000.0000.000.092. PRNT/PUB/DUP-PAPER SUPPLIES							
25008319	001	730109	UNIVERSITY OF OKLAHOMA	05/01/25	1,500.00	1,500.00	PAPERS FOR PRINT JOBS
					1,500.00	1,500.00	
DETAILS FOR ACCOUNT: 11.0034.52580.653.0000.0000.000.001. TECH RELATED SUPPLIES							
25008355	001	010737	DINA, TAREK	05/02/25	49.86	49.86	DUAL MONITOR ADAPTER FOR OFFICE U
					49.86	49.86	
DETAILS FOR ACCOUNT: 11.0041.51000.581.0100.0000.000.705. INSTRUCT-IN DISTRICT TRAVEL							
25008324	001	014270	GONZALES, ANDREW	05/01/25	40.00	40.00	MILEAGE REIMBURSEMENT FOR TRAVELI
25008494	001	001523	ABELL, STEPHANIA	05/15/25	40.00	40.00	MILEAGE REIMBURSEMENT FOR TRAVELI
					80.00	80.00	
DETAILS FOR ACCOUNT: 11.0043.52720.612.0000.0000.000.096. VEH OP-AUTO AND BUS SUPPLIES							
25008643	001	000504	PERIPHERAL SYSTEMS INC	05/28/25	1,000.00	1,000.00	GARAGE SUPPLIES
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 11.0043.52740.439.0000.0000.000.096. VEH SERV-OTH EQUIP & VEH SERV							
25008310	001	013240	HOLT TRUCK CENTERS OF OKLAHOM	05/01/25	30,000.00	27,447.19	BUS AND VEHICLE REPAIRS
25008520	001	004032	ENVIRO PRODUCTS LLC	05/15/25	500.00	500.00	VEH SERV-OTH EQUIP & VEH SERV
25008568	001	001253	FIRESTONE COMPLETE AUTO CARE	05/20/25	3,500.00	3,500.00	BUS AND VEHICLE REPAIRS
25008669	001	013730	G AND S AUTOMOTIVE	05/30/25	5,000.00	5,000.00	VEHICLE REPAIRS & SERVICE
					39,000.00	36,447.19	
DETAILS FOR ACCOUNT: 11.0043.52740.612.0000.0000.000.096. VEH SERV-AUTO AND BUS SUPPLIES							
25008524	001	003608	CHICKASAW PERSONAL COMMUNICAT	05/15/25	5,571.28	5,571.28	BUS AND VEHICLE PARTS
					5,571.28	5,571.28	
DETAILS FOR ACCOUNT: 11.0043.52740.811.0000.0000.000.096. MEMBERSHIPS							
25008392	001	012765	BREHM, LAURA E	05/06/25	58.76	58.76	CDL REIMBURSEMENT
25008393	001	001722	CANNON, JOHN M	05/06/25	56.50	56.50	CDL REIMBURSEMENT
25008573	001	015222	SPENCER, GORDON	05/20/25	75.40	75.40	CDL REIMBURSEMENT
25008610	001	015226	CHURCHWELL, SHANNON	05/22/25	118.56	118.56	CDL REIMBURSEMENT
					309.22	309.22	

NORMAN PUBLIC SCHOOLS - LIVE

OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 04/29/2025 TO 06/02/2025 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 11.0044.52573.641.0100.0000.000.001. INSEV TRAIN-BOOKS							
25008654	001	500000	AMAZON.COM	05/30/25	320.00	320.00	10 BOOKS "BEHAVIOR ACADEMIES TARG
					320.00	320.00	
DETAILS FOR ACCOUNT: 11.0055.52194.581.0000.0000.000.050. PARENTAL ADV-IN DISTRICT TRAVE							
25008528	001	013766	EVANS, MITRA	05/15/25	80.00	80.00	MITRA EVANS 2024-25 IN-DISTRICT M
					80.00	80.00	
DETAILS FOR ACCOUNT: 11.0056.52199.682.0000.0000.000.001. REFRESHMENTS/AWARDS/GIFTS							
25008589	001	008678	HOBBY LOBBY	05/21/25	1,000.00	1,000.00	GREENERY FOR STAGE AT GRADUATION
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 11.0056.52410.682.0000.0000.000.001. REFRESHMENTS/AWARDS/GIFTS							
25008486	001	010511	INKLAHOMA SCREENPRINTING AND	05/15/25	1,400.00	1,400.00	TSHIRT FOR ALL ADMIN AND INSTRUCT
					1,400.00	1,400.00	
DETAILS FOR ACCOUNT: 11.0070.52560.530.0000.0000.000.001. COMMUNICATION SERVICES							
25008552	001	006715	SCHOOLSTATUS PARENT INC	05/19/25	59,940.00	59,940.00	TWO WAY COMMUNICATIONS PLATFORM F
					59,940.00	59,940.00	
DETAILS FOR ACCOUNT: 11.0367.51000.619.0427.1132.000.140. GENERAL OFFICE SUPPLIES							
25008655	001	500000	AMAZON.COM	05/30/25	400.00	400.00	2025 ELEMENTARY SUMMER SCHOOL SUP
					400.00	400.00	
DETAILS FOR ACCOUNT: 11.0367.51000.681.0427.1130.000.115. COCURRICULAR SUPPLIES							
25008353	001	000823	LAKESHORE LEARNING MATERIALS	05/02/25	2,346.50	2,346.50	JACKSON - RSA - LAKESHORE SCIENCE
					2,346.50	2,346.50	
DETAILS FOR ACCOUNT: 11.0367.51000.681.0427.1132.000.140. COCURRICULAR SUPPLIES							
25008639	001	500000	AMAZON.COM	05/28/25	450.00	450.00	2025 ELEMENTARY SUMMER SCHOOL SUP
					450.00	450.00	
DETAILS FOR ACCOUNT: 11.0412.51000.611.0314.8400.000.710. PAPER SUPPLIES							
25008303	001	000389	OFFICE DEPOT	05/01/25	488.79	488.79	HP 215 A (4 PACK) HP 215 A (BLACK
					488.79	488.79	
DETAILS FOR ACCOUNT: 11.0412.51000.811.0314.8400.000.500. MEMBERSHIPS							
25008640	001	007762	OKLAHOMA FAMILY CAREER AND CO	05/28/25	240.00	240.00	IRIVING FCCLA DUES STATE REGISTR
					240.00	240.00	
DETAILS FOR ACCOUNT: 11.0412.51000.811.0315.8700.000.502. MEMBERSHIPS							
25008241	001	001545	TECHNOLOGY STUDENT ASSOCIATIO	04/29/25	800.00	665.00	TSA REGISTRATION 200.00 EACH 6/27
					800.00	665.00	
DETAILS FOR ACCOUNT: 11.0412.52213.860.0312.8600.000.710. INST SF TRAIN-STAFF REG & TUIT							
25008302	001	003630	OKLAHOMA ASSOCIATION CAREER &	05/01/25	275.00	275.00	REGISTRATION FOR OKLAHOMA TEACHER
					275.00	275.00	
DETAILS FOR ACCOUNT: 11.0424.51000.653.0332.8700.000.504. TECH RELATED SUPPLIES							
25008604	001	015145	INSPIRIT LEARNING INC	05/22/25	7,024.50	7,024.50	6 - META QUEST 3S 128GB HEADSETS
					7,024.50	7,024.50	

NORMAN PUBLIC SCHOOLS - LIVE

OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 04/29/2025 TO 06/02/2025 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 11.0426.52213.583.0333.0000.000.710. OUT OF STATE TRAVEL							
25008368	001	012200	JP MORGAN CHASE BANK NA	05/02/25	1,285.74	1,285.74	(4) ADMIN PLANE TICKETS (3) TEACH
					1,285.74	1,285.74	
DETAILS FOR ACCOUNT: 11.0426.52213.860.0333.0000.000.710. STAFF REGISTRATION & TUITION							
25008301	001	002566	BOARD OF CONTROL FOR SOUTHERN	05/01/25	1,875.00	1,875.00	(7) SREB REGISTRATION KIM GARRET
					1,875.00	1,875.00	
DETAILS FOR ACCOUNT: 11.0426.52573.583.0333.0000.000.710. OUT OF STATE TRAVEL							
25008368	001	012200	JP MORGAN CHASE BANK NA	05/02/25	1,714.32	1,714.32	(4) ADMIN PLANE TICKETS (3) TEACH
					1,714.32	1,714.32	
DETAILS FOR ACCOUNT: 11.0426.52573.860.0333.0000.000.710. STAFF REGISTRATION & TUITION							
25008301	001	002566	BOARD OF CONTROL FOR SOUTHERN	05/01/25	2,500.00	2,500.00	(7) SREB REGISTRATION KIM GARRET
					2,500.00	2,500.00	
DETAILS FOR ACCOUNT: 11.0511.51000.619.0429.0000.000.140. INSTR-GENERAL OFFICE SUPPLIES							
25008649	001	013414	ODP BUSINESS SOLUTIONS LLC	05/29/25	600.00	600.00	CLASSROOM SUPPLIES FOR SUMMER LEA
					600.00	600.00	
DETAILS FOR ACCOUNT: 11.0511.51000.641.0429.2200.000.122. BOOKS							
25008531	001	014120	MATH LEARNING CENTER	05/16/25	1,500.00	1,500.00	BRIDGES MATH INTERVENTIONS - SET
					1,500.00	1,500.00	
DETAILS FOR ACCOUNT: 11.0511.51000.641.0429.2200.000.145. BOOKS							
25008532	001	014120	MATH LEARNING CENTER	05/16/25	2,000.00	2,000.00	BRIDGES MATH INTERVENTIONS - SET
					2,000.00	2,000.00	
DETAILS FOR ACCOUNT: 11.0511.52213.860.0494.1050.000.151. STAFF REGISTRATION & TUITION							
25008493	001	710018	OKLAHOMA STATE UNIVERSITY	05/15/25	50.00	50.00	REGISTRATION FEE FOR STEM TEACHER
					50.00	50.00	
DETAILS FOR ACCOUNT: 11.0541.52213.860.0429.0000.000.088. INST SF TRAIN-STAFF REG & TUIT							
25008300	001	003920	OKLAHOMA SCIENCE TEACHERS ASS	05/01/25	160.00	160.00	OSTA CONFERENCE REGISTRATION JUNE
					160.00	160.00	
DETAILS FOR ACCOUNT: 11.0561.51000.582.0429.0000.000.155. OUT OF DISTRICT TRAVEL							
25008525	001	012627	MCALISTER, JAMIE	05/15/25	30.00	30.00	OUT OF DISTRICT MILEAGE
					30.00	30.00	
DETAILS FOR ACCOUNT: 11.0561.52573.583.0429.0000.000.092. INSERV TRAIN-OUT OF ST TRAVEL							
25008663	001	012200	JP MORGAN CHASE BANK NA	05/30/25	2,100.00	2,100.00	AIREFARE FOR NASAI JUNE 3-6. PAT
25008664	001	012200	JP MORGAN CHASE BANK NA	05/30/25	3,000.00	3,000.00	HOTEL STAY JUNE 3-6, NASAI CONFER
25008665	001	010605	GRIMES, ZACHARY	05/30/25	260.00	260.00	PER DIEM JUNE 3-6 NASAI CONFERENC
25008666	001	002483	MOFFER, BRENT	05/30/25	260.00	260.00	JUNE 3-6 NASAI CONFERENCE PER DIE
25008667	001	002482	VALLEY, PATRICIA	05/30/25	260.00	260.00	PER DIEM NASAI CONFERENCE JUNE 3-
25008668	001	012200	JP MORGAN CHASE BANK NA	05/30/25	500.00	500.00	CAR RENTAL NASAI CONFERENCE JUNE
					6,380.00	6,380.00	
DETAILS FOR ACCOUNT: 11.0561.52573.860.0429.0000.000.092. INSERV TRAIN-STAFF REG & TUIT							
25008662	001	000854	COLLEGE ENTRANCE EXAMINATION	05/30/25	2,250.00	2,250.00	JUNE 4-6, COLLEGE BOARD (NASAI)
					2,250.00	2,250.00	

NORMAN PUBLIC SCHOOLS - LIVE

OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 04/29/2025 TO 06/02/2025 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 11.0613.52213.582.0239.0000.000.089. INST STAFF TRAIN-OD DIST TRAVE							
25008587	001	015067	BEST WESTERN PLUS	05/21/25	1,150.00	1,150.00	HOTEL AND TRAVEL EXPENSES FOR DEA
					1,150.00	1,150.00	
DETAILS FOR ACCOUNT: 11.0618.51000.651.0239.0000.000.710. APPLIANCES/FURN/FIXTURES							
25008304	001	500000	AMAZON.COM	05/01/25	150.00	150.00	(1) MAC SPORTS PUSH & PULL ALL TE
					150.00	150.00	
DETAILS FOR ACCOUNT: 11.0621.51000.581.0239.0000.000.705. IN DISTRICT TRAVEL							
25008389	001	014816	SHAW, MEGAN	05/06/25	400.00	400.00	MILEAGE BLANKET FOR REMAINDER OF
					400.00	400.00	
DETAILS FOR ACCOUNT: 11.0621.51000.619.0239.0000.000.089. INSTR-GENERAL OFFICE SUPPLIES							
25008622	001	001225	WALMART STORES INC	05/27/25	500.00	500.00	BLANKET PCARD FOR MISCELLANEOUS E
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.0621.51000.653.0239.0000.000.145. TECH RELATED SUPPLIES							
25008624	001	000824	APPLE INC	05/27/25	300.00	300.00	(1) TOUCHCHAT APP FOR STUDENT AT
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.0621.52135.581.0239.0000.000.089. IN DISTRICT TRAVEL							
25008390	001	014808	BRENNAN, REBECCA	05/06/25	200.00	130.42	ADDITIONAL MILEAGE FOR APRIL AND
					200.00	130.42	
DETAILS FOR ACCOUNT: 11.0621.52330.611.0239.0000.000.089. ST FED REL-PAPER SUPPLIES							
25008299	001	013414	ODP BUSINESS SOLUTIONS LLC	04/30/25	100.00	100.00	(1) HP LASERJET 58A TONER CARTRID
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.0621.52330.619.0239.0000.000.089. ST FED REL-GEN OFFICE SUPPLIES							
25008495	001	000082	NSS LLC	05/15/25	200.00	200.00	2 FIRST NAME STAMPS FOR STUDENTS
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0621.52573.811.0239.0000.000.089. MEMBERSHIPS/FEES							
25008660	001	000281	CRISIS PREVENTION INSTITUTE	05/30/25	200.00	200.00	ANNUAL MEMBERSHIP DUES FOR CHRIST
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0775.52573.583.0429.0000.000.050. OUT OF STATE TRAVEL							
25008421	001	005985	WHITTLE, ELIZABETH	05/07/25	800.00	800.00	PER DIEM AND MILEAGE FOR BETH WHI
25008422	001	006252	HIME, KITRENA	05/07/25	280.00	280.00	SWIFT CONSORTIUM NATIONAL APRIL 2
					1,080.00	1,080.00	
DETAILS FOR ACCOUNT: 11.0776.52120.619.0000.0000.000.050. GENERAL OFFICE SUPPLIES							
25008670	001	500000	AMAZON.COM	05/30/25	1,200.00	1,200.00	SUPPLIES FOR LMHPS AND COUNSELORS
					1,200.00	1,200.00	
DETAILS FOR ACCOUNT: 11.1006.52520.618.0000.0000.000.094. CLEANING & MAINTENANCE SUPPLIE							
25008365	001	000371	LOWE'S HOME CENTERS INC	05/02/25	928.00	928.00	WHSE PURCHASE 2 PALLET = 200 BOX
					928.00	928.00	
DETAILS FOR ACCOUNT: 11.1135.51000.681.0100.2250.000.050. COCURRICULAR SUPPLIES							
25008481	001	000238	HAND2MIND INC	05/12/25	500.00	500.00	CALCIUM CHLORIDE, ANHYD 500G
					500.00	500.00	

NORMAN PUBLIC SCHOOLS - LIVE

OPEN PURCHASE ORDERS BY ACCOUNT

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DATE RANGE: 04/29/2025 TO 06/02/2025 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 11.1135.51000.681.0100.2250.000.502. COCURRICULAR SUPPLIES							
25008430	001	500001	AMAZON MARKETPLACE	05/09/25	500.00	500.00	*** `SECONDARY SCIENCE SUPPLIES /
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.1155.51000.681.0441.1050.000.140. COCURRICULAR SUPPLIES							
25008460	001	500000	AMAZON.COM	05/09/25	1,525.00	1,525.00	ELEMENTARY SUMMER SCHOOL SUPPLIES
25008644	001	001225	WALMART STORES INC	05/29/25	200.00	200.00	2025 STEAM CAMP CLASS ROOM SUPPLI
					1,725.00	1,725.00	
DETAILS FOR ACCOUNT: 11.1160.51000.611.0100.1050.000.125. PAPER SUPPLIES							
25008256	001	500001	AMAZON MARKETPLACE	04/29/25	50.00	50.00	BLUE CRAFT PAPER
					50.00	50.00	
DETAILS FOR ACCOUNT: 11.1165.51000.681.0442.0000.000.710. COCURRICULAR SUPPLIES							
25008554	001	000382	HOME DEPOT USA INC	05/19/25	200.00	200.00	MS STEAM CAMP CLASS ROOM SUPPLIES
25008558	001	500000	AMAZON.COM	05/20/25	1,800.00	1,800.00	MS STEAM CAMP CLASS ROOM SUPPLIES
					2,000.00	2,000.00	
DETAILS FOR ACCOUNT: 11.1169.52573.860.0129.2500.000.001. STAFF REGISTRATION & TUITION							
25008591	001	015232	ROBIN MERGER CORPORATION INC	05/21/25	295.00	295.00	REGISTRATION FOR TERRY ADAMS TO P
					295.00	295.00	
DETAILS FOR ACCOUNT: 11.3007.51000.673.0100.1050.000.155. PORTABLE DEVICES							
25008533	001	004423	STEMFINITY LLC	05/16/25	2,579.80	2,579.80	THIS IS A REPLACEMENT PO FOR ORIG
					2,579.80	2,579.80	
TOTALS FOR FUND: 11 GENERAL FUND					193,896.08	191,064.94	
DETAILS FOR ACCOUNT: 22.0000.53120.651.0700.0000.000.055. APPLIANCES/FURN/FIXTURES							
25008441	001	007739	KRUEGER INTERNATIONAL INC	05/09/25	32,237.00	32,237.00	CAFETERIA TABLES AND CAFE TABLES
					32,237.00	32,237.00	
DETAILS FOR ACCOUNT: 22.0000.53120.651.0700.0000.000.153. APPLIANCES/FURN/FIXTURES							
25008308	001	003891	OSWALT EQUIPMENT COMPANY	05/01/25	2,940.69	2,940.69	TRAY SLIDE FOR CHILD NUTRITION -
					2,940.69	2,940.69	
DETAILS FOR ACCOUNT: 22.0000.53190.765.0700.0000.000.050. VANS							
25008394	001	012992	JOE COOPER FORD OF YUKON LLC	05/06/25	109,064.00	109,064.00	2025 FORD TRANSIT CARGO VAN(R1Y)
					109,064.00	109,064.00	
DETAILS FOR ACCOUNT: 22.0000.54720.456.0700.0000.000.099. PAINTING AND GLAZING SERVICES							
25008291	001	003108	VECTOR CONCEPTS INC	04/30/25	41,518.84	41,518.84	FLOORING CAL FOOD AND NUTRITION R
					41,518.84	41,518.84	
TOTALS FOR FUND: 22 CHILD NUTRITION FUND					185,760.53	185,760.53	

NORMAN PUBLIC SCHOOLS - LIVE

OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 04/29/2025 TO 06/02/2025 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT:			31.0137.52620.652.0000.0000.000.099.	AUDIOVISUAL			
25008522	001	007699	M&A TECHNOLOGY INC	05/15/25	1,629.95	1,629.95	1-75" 4K LED MULTI TOUCH W/USB-C
25008563	001	014414	AVI-SPL LLC	05/20/25	8,850.00	8,850.00	5-LED, 75" Q/PRO 4K MULTI TOUCH E
					10,479.95	10,479.95	
DETAILS FOR ACCOUNT:			31.0137.52660.653.0000.0000.000.710.	TECH RELATED SUPPLIES			
25008307	001	006168	DIGI SECURITY SYSTEMS LLC	05/01/25	3,920.76	3,920.76	2-ELECTRIFIED MORTISE LOCKS 1730.
25008307	002	006168	DIGI SECURITY SYSTEMS LLC	05/01/25	41.67	41.67	SHIPPING
					3,962.43	3,962.43	
DETAILS FOR ACCOUNT:			31.0137.54720.346.0000.0000.000.001.	TECHNOLOGY RELATED TECHNICAL S			
25008521	002	010090	IMAGENET CONSULTING LLC	05/15/25	495.00	495.00	1-IMAGENET LABOR PROJECT COORDINA
					495.00	495.00	
DETAILS FOR ACCOUNT:			31.0137.54720.452.0000.0000.000.115.	ELECTRICAL SYSTEMS SERVICES			
25008570	001	000541	WADE ELECTRIC	05/20/25	1,424.00	1,424.00	WE WILL PERFORM WORK PER DISCUSSI
25008570	002	000541	WADE ELECTRIC	05/20/25	2,136.00	2,136.00	LABOR-1 JOURNEYMAN ELECTRICIAN LA
					3,560.00	3,560.00	
DETAILS FOR ACCOUNT:			31.0137.54720.452.0000.0000.000.155.	ELECTRICAL SYSTEMS SERVICES			
25008618	001	000541	WADE ELECTRIC	05/23/25	7,368.00	7,368.00	WE WILL PERFORM WORK PER DISCUSSI
25008618	002	000541	WADE ELECTRIC	05/23/25	2,492.00	2,492.00	LABOR-1 JOURNEYMAN ELECTRICIAN &
					9,860.00	9,860.00	
DETAILS FOR ACCOUNT:			31.0137.54720.452.0000.0000.000.165.	ELECTRICAL SYSTEMS SERVICES			
25008571	001	000541	WADE ELECTRIC	05/20/25	8,642.00	8,642.00	WE WILL PERFORM WORK PER DISCUSSI
25008571	002	000541	WADE ELECTRIC	05/20/25	2,848.00	2,848.00	LABOR-1 JOURNEYMAN ELECTRICIAN &
					11,490.00	11,490.00	
DETAILS FOR ACCOUNT:			31.0137.54720.452.0000.0000.000.705.	ELECTRICAL SYSTEMS SERVICES			
25008306	002	000541	WADE ELECTRIC	05/01/25	1,068.00	1,068.00	LABOR-1 JOURNEYMAN ELECTRICIAN LA
					1,068.00	1,068.00	
DETAILS FOR ACCOUNT:			31.0137.54720.452.0000.0000.000.710.	ELECTRICAL SYSTEMS SERVICES			
25008341	001	000541	WADE ELECTRIC	05/02/25	704.00	704.00	WE WILL PERFORM WORK PER THE FOLL
25008341	002	000541	WADE ELECTRIC	05/02/25	2,136.00	2,136.00	LABOR-1 JOURNEYMAN ELECTRICIAN LA
					2,840.00	2,840.00	
DETAILS FOR ACCOUNT:			31.0137.54720.652.0000.0000.000.001.	AUDIOVISUAL			
25008521	001	010090	IMAGENET CONSULTING LLC	05/15/25	3,547.50	3,547.50	1-MIDDLE ATLANTIC UPX-RLNK-2000R-
25008521	003	010090	IMAGENET CONSULTING LLC	05/15/25	144.38	144.38	SHIPPING
					3,691.88	3,691.88	
DETAILS FOR ACCOUNT:			31.0137.54720.652.0000.0000.000.135.	AUDIOVISUAL			
25008305	001	000300	BEST BUY STORES LP	05/01/25	5,734.33	5,734.33	14-UNIVERSAL WALL MOUNTS 65"-90"
					5,734.33	5,734.33	
DETAILS FOR ACCOUNT:			31.0137.54720.652.0000.0000.000.150.	AUDIOVISUAL			
25008305	001	000300	BEST BUY STORES LP	05/01/25	5,734.33	5,734.33	14-UNIVERSAL WALL MOUNTS 65"-90"
					5,734.33	5,734.33	

NORMAN PUBLIC SCHOOLS - LIVE

OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 04/29/2025 TO 06/02/2025 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 31.0137.54720.653.0000.0000.000.002. TECH RELATED SUPPLIES							
25008427	001	500000	AMAZON.COM	05/07/25	700.00	700.00	ADAPTERS FOR ASC MACS
25008572	001	500000	AMAZON.COM	05/20/25	2,733.50	2,733.50	22-ESPORTS SSD
					3,433.50	3,433.50	
DETAILS FOR ACCOUNT: 31.0137.54720.653.0000.0000.000.050. TECH RELATED SUPPLIES							
25008248	001	006168	DIGI SECURITY SYSTEMS LLC	04/29/25	3,570.00	3,570.00	EXPANSION SOFTWARE LICENSES
					3,570.00	3,570.00	
DETAILS FOR ACCOUNT: 31.0137.54720.653.0000.0000.000.705. TECH RELATED SUPPLIES							
25008306	001	000541	WADE ELECTRIC	05/01/25	797.00	797.00	WE WILL PERFORM WORK PER WALK-THR
					797.00	797.00	
DETAILS FOR ACCOUNT: 31.0137.54720.673.0000.0000.000.002. PORTABLE DEVICES							
25008641	001	000743	DELL COMPUTER CORP	05/28/25	3,544.62	3,544.62	1-NEW DELL PRO MAX TOWER T2 DESKT
					3,544.62	3,544.62	
TOTALS FOR FUND: 31 BOND FUND-REC'D 2021					70,261.04	70,261.04	
DETAILS FOR ACCOUNT: 32.0281.51000.651.0100.1050.000.050. APPLIANCES/FURN/FIXTURES							
25008251	001	014435	METEOR EDUCATION LLC	04/29/25	30,000.00	30,000.00	STOCK TO REPLACE BROKEN/DAMAGED F
25008638	001	014435	METEOR EDUCATION LLC	05/28/25	40,147.00	40,147.00	STOCK TO REPLACE BROKEN/DAMAGED F
					70,147.00	70,147.00	
TOTALS FOR FUND: 32 BOND FUND-REC'D 2022					70,147.00	70,147.00	
DETAILS FOR ACCOUNT: 33.0240.54720.332.0000.0000.000.092. ARCHITECTURAL SERVICES							
25008553	005	013483	CWA GROUP PLLC	05/19/25	14,127.30	14,127.30	ISC SITE RENOVATIONS
					14,127.30	14,127.30	
DETAILS FOR ACCOUNT: 33.0244.54720.332.0000.0000.000.145. ARCHITECTURAL SERVICES							
25008553	004	013483	CWA GROUP PLLC	05/19/25	18,125.97	18,125.97	WILSON SITE RENOVATIONS
					18,125.97	18,125.97	
TOTALS FOR FUND: 33 BOND FUND-REC'D 2023					32,253.27	32,253.27	
DETAILS FOR ACCOUNT: 34.0133.54720.456.0000.0000.000.001. PAINTING AND GLAZING SERVICES							
25008351	001	014130	ADVANCED COMMERCIAL PAINTING	05/02/25	8,700.00	8,700.00	PAINT ASC DOOR FRAMES, SOFFITS IN
					8,700.00	8,700.00	
DETAILS FOR ACCOUNT: 34.0133.54720.456.0000.0000.000.125. PAINTING AND GLAZING SERVICES							
25008513	001	014130	ADVANCED COMMERCIAL PAINTING	05/15/25	1,950.00	1,950.00	PAINT LINCOLN 5 DOORS & 5 FRAMES
					1,950.00	1,950.00	

NORMAN PUBLIC SCHOOLS - LIVE

OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 04/29/2025 TO 06/02/2025 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 34.0133.54720.456.0000.0000.000.150. PAINTING AND GLAZING SERVICES							
25008509	001	014130	ADVANCED COMMERCIAL PAINTING	05/15/25	2,800.00	2,800.00	PAINT MONROE EXTERIOR
					2,800.00	2,800.00	
DETAILS FOR ACCOUNT: 34.0133.54720.456.0000.0000.000.153. PAINTING AND GLAZING SERVICES							
25008274	001	014130	ADVANCED COMMERCIAL PAINTING	04/29/25	40,500.00	40,500.00	PAINT ROOSEVELT CORRIDORS & GYM
					40,500.00	40,500.00	
DETAILS FOR ACCOUNT: 34.0133.54720.456.0000.0000.000.501. PAINTING AND GLAZING SERVICES							
25008514	001	014130	ADVANCED COMMERCIAL PAINTING	05/15/25	17,500.00	17,500.00	PAINT ALCOTT EXTERIOR
					17,500.00	17,500.00	
DETAILS FOR ACCOUNT: 34.0133.54720.456.0000.0000.000.705. PAINTING AND GLAZING SERVICES							
25008275	001	014130	ADVANCED COMMERCIAL PAINTING	04/29/25	7,500.00	7,500.00	PAINT NORMAN HIGH LANDSCAPE MAINT
					7,500.00	7,500.00	
DETAILS FOR ACCOUNT: 34.0181.54720.332.0000.0000.000.160. ARCHITECTURAL SERVICES							
25008553	003	013483	CWA GROUP PLLC	05/19/25	61,077.70	61,077.70	WASHINGTON SITE RENOVATIONS
					61,077.70	61,077.70	
DETAILS FOR ACCOUNT: 34.0246.54720.332.0000.0000.000.107. ARCHITECTURAL SERVICES							
25008553	001	013483	CWA GROUP PLLC	05/19/25	66,356.25	66,356.25	LAKEVIEW SITE RENOVATIONS
					66,356.25	66,356.25	
DETAILS FOR ACCOUNT: 34.0246.54720.450.0000.0000.000.107. CONSTRUCTION SERV-OUTSIDE CONT							
25008595	001	000535	TEC-AN INC	05/21/25	2,350.00	2,350.00	abatement for teacher lounge
					2,350.00	2,350.00	
DETAILS FOR ACCOUNT: 34.0282.51000.681.0100.2200.000.170. COCURRICULAR SUPPLIES							
25008597	001	500000	AMAZON.COM	05/22/25	500.00	500.00	MATH MANIPULATIVES K-5
					500.00	500.00	
DETAILS FOR ACCOUNT: 34.0283.52220.641.0000.0000.000.170. BOOKS							
25008447	001	013203	FOLLETT CONTENT SOLUTIONS LLC	05/09/25	210.00	210.00	TITLEEZ SUBSCRIPTION STARRED REVI
25008447	002	013203	FOLLETT CONTENT SOLUTIONS LLC	05/09/25	210.00	210.00	TITLEEZ SUBSCRIPTION STARRED REVI
25008447	003	013203	FOLLETT CONTENT SOLUTIONS LLC	05/09/25	210.00	210.00	TITLEEZ SUBSCRIPTION STARRED REVI
					630.00	630.00	
DETAILS FOR ACCOUNT: 34.0283.52220.641.0000.0000.000.740. BOOKS							
25008447	004	013203	FOLLETT CONTENT SOLUTIONS LLC	05/09/25	230.00	230.00	TITLEEZ SUBSCRIPTION STARRED REVI
25008455	001	000259	HERTZBERG-NEW METHOD INC -	05/09/25	1,152.00	1,152.00	BOOKS FOR DIMENSIONS LIBRARY - SE
					1,382.00	1,382.00	
DETAILS FOR ACCOUNT: 34.0285.51000.657.0100.3074.000.710. UNIFORMS							
25008517	001	004821	FRED J MILLER INC	05/15/25	19,450.00	19,450.00	Cesario Performance Shirt Custom
					19,450.00	19,450.00	
TOTALS FOR FUND: 34 BOND FUND-REC'D 2024					230,695.95	230,695.95	

NORMAN PUBLIC SCHOOLS - LIVE

OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 04/29/2025 TO 06/02/2025 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 35.0135.52720.762.0000.0000.000.050. BUSES							
25008344	001	000336	MIDWEST BUS SALES INC	05/02/25	384,828.00	384,828.00	2 x Saf-T-Liner C2 341TS @ \$192,4
25008344	002	000336	MIDWEST BUS SALES INC	05/02/25	171,456.00	171,456.00	1 x Saf-T-Liner C2 340TS @ \$171,4
					556,284.00	556,284.00	
DETAILS FOR ACCOUNT: 35.0179.54700.459.0000.0000.000.502. OTHER CONSTRUCTION SERVICES							
25008446	001	000535	TEC-AN INC	05/09/25	12,500.00	12,500.00	abatement of tile at LFMS for rem
					12,500.00	12,500.00	
DETAILS FOR ACCOUNT: 35.0216.54720.332.0000.0000.000.151. ARCHITECTURAL SERVICES							
25008553	002	013483	CWA GROUP PLLC	05/19/25	31,897.37	31,897.37	REAGAN SITE RENOVATIONS
					31,897.37	31,897.37	
DETAILS FOR ACCOUNT: 35.0216.54720.450.0000.0000.000.001. CONSTRUCTION SERV-OUTSIDE CONT							
25008575	014	015203	BLINK MARKETING INC	05/20/25	10,597.26	10,597.26	security film ASC
					10,597.26	10,597.26	
DETAILS FOR ACCOUNT: 35.0216.54720.450.0000.0000.000.092. CONSTRUCTION SERV-OUTSIDE CONT							
25008575	015	015203	BLINK MARKETING INC	05/20/25	10,597.26	10,597.26	security film ISC
					10,597.26	10,597.26	
DETAILS FOR ACCOUNT: 35.0216.54720.450.0000.0000.000.110. CONSTRUCTION SERV-OUTSIDE CONT							
25008575	007	015203	BLINK MARKETING INC	05/20/25	1,655.45	1,655.45	security film - elem sites
					1,655.45	1,655.45	
DETAILS FOR ACCOUNT: 35.0216.54720.450.0000.0000.000.112. CONSTRUCTION SERV-OUTSIDE CONT							
25008575	008	015203	BLINK MARKETING INC	05/20/25	1,655.44	1,655.44	security film elem sites
					1,655.44	1,655.44	
DETAILS FOR ACCOUNT: 35.0216.54720.450.0000.0000.000.120. CONSTRUCTION SERV-OUTSIDE CONT							
25008575	009	015203	BLINK MARKETING INC	05/20/25	1,655.45	1,655.45	security film elem sites
					1,655.45	1,655.45	
DETAILS FOR ACCOUNT: 35.0216.54720.450.0000.0000.000.122. CONSTRUCTION SERV-OUTSIDE CONT							
25008575	010	015203	BLINK MARKETING INC	05/20/25	1,655.45	1,655.45	security film elem sites
					1,655.45	1,655.45	
DETAILS FOR ACCOUNT: 35.0216.54720.450.0000.0000.000.125. CONSTRUCTION SERV-OUTSIDE CONT							
25008575	011	015203	BLINK MARKETING INC	05/20/25	1,655.45	1,655.45	security film elem sites
					1,655.45	1,655.45	
DETAILS FOR ACCOUNT: 35.0216.54720.450.0000.0000.000.130. CONSTRUCTION SERV-OUTSIDE CONT							
25008575	012	015203	BLINK MARKETING INC	05/20/25	1,655.45	1,655.45	security film elem sites
					1,655.45	1,655.45	
DETAILS FOR ACCOUNT: 35.0216.54720.450.0000.0000.000.135. CONSTRUCTION SERV-OUTSIDE CONT							
25008575	013	015203	BLINK MARKETING INC	05/20/25	1,655.45	1,655.45	security film elem sites
					1,655.45	1,655.45	
DETAILS FOR ACCOUNT: 35.0216.54720.450.0000.0000.000.500. CONSTRUCTION SERV-OUTSIDE CONT							
25008575	004	015203	BLINK MARKETING INC	05/20/25	2,757.74	2,757.74	security film - middle schools
					2,757.74	2,757.74	

NORMAN PUBLIC SCHOOLS - LIVE

OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 04/29/2025 TO 06/02/2025 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 35.0216.54720.450.0000.0000.000.501. CONSTRUCTION SERV-OUTSIDE CONT							
25008575	005	015203	BLINK MARKETING INC	05/20/25	2,757.74	2,757.74	security film - middle schools
					2,757.74	2,757.74	
DETAILS FOR ACCOUNT: 35.0216.54720.450.0000.0000.000.504. CONSTRUCTION SERV-OUTSIDE CONT							
25008575	006	015203	BLINK MARKETING INC	05/20/25	2,757.74	2,757.74	security film - middle schools
					2,757.74	2,757.74	
DETAILS FOR ACCOUNT: 35.0216.54720.450.0000.0000.000.705. CONSTRUCTION SERV-OUTSIDE CONT							
25008575	001	015203	BLINK MARKETING INC	05/20/25	17,951.10	17,951.10	security film
					17,951.10	17,951.10	
DETAILS FOR ACCOUNT: 35.0216.54720.450.0000.0000.000.710. CONSTRUCTION SERV-OUTSIDE CONT							
25008575	002	015203	BLINK MARKETING INC	05/20/25	17,951.10	17,951.10	security film
					17,951.10	17,951.10	
DETAILS FOR ACCOUNT: 35.0216.54720.450.0000.0000.000.740. CONSTRUCTION SERV-OUTSIDE CONT							
25008575	003	015203	BLINK MARKETING INC	05/20/25	17,951.10	17,951.10	security film
					17,951.10	17,951.10	
TOTALS FOR FUND: 35 BOND FUND-REC'D 2025					695,590.55	695,590.55	
DETAILS FOR ACCOUNT: 61.0805.51000.345.0100.3330.000.705. INSTR-OTH COMP EVENTS OFFICIAL							
25008418	001	003118	TROXELL, COY BRUCE	05/07/25	250.00	250.00	ASSIGNING FEE FOR BASEBALL ASSIGN
					250.00	250.00	
DETAILS FOR ACCOUNT: 61.0810.51000.681.0100.3330.000.710. COCURRICULAR SUPPLIES							
25008535	001	010079	GREGORY'S SPORTING GOODS INC	05/16/25	1,200.00	1,200.00	WILSON BALLS 20 CASES
					1,200.00	1,200.00	
DETAILS FOR ACCOUNT: 61.0814.51000.682.0100.3330.000.705. INSTR-AWARDS/GIFTS/DECOR							
25008419	001	008795	CORNER COPY & PRINTING LLC	05/07/25	150.00	150.00	END OF SEASON AWARDS FOR NHS SPRI
					150.00	150.00	
DETAILS FOR ACCOUNT: 61.0815.51000.657.0100.3330.000.705. UNIFORMS							
25008318	001	001269	BSN SPORTS	05/01/25	344.00	344.00	TOP JERSEY
25008318	002	001269	BSN SPORTS	05/01/25	238.00	238.00	PRIMETIME SHORTS JERSEY
25008318	003	001269	BSN SPORTS	05/01/25	10.00	10.00	SHIPPING
					592.00	592.00	
DETAILS FOR ACCOUNT: 61.0817.51000.681.0100.3330.000.705. COCURRICULAR SUPPLIES							
25008403	001	002854	M-F ATHLETIC CO INC - MFAC LL	05/06/25	840.00	840.00	MINI BALANCE PAD
25008403	002	002854	M-F ATHLETIC CO INC - MFAC LL	05/06/25	70.00	70.00	FIRST PLACE MINID BAND MEDIUM
25008403	003	002854	M-F ATHLETIC CO INC - MFAC LL	05/06/25	36.00	36.00	FIRST PLACE MINI RIBBON YELLOQ
25008403	004	002854	M-F ATHLETIC CO INC - MFAC LL	05/06/25	190.00	190.00	KESON TAPE MEASURE 20"
25008403	005	002854	M-F ATHLETIC CO INC - MFAC LL	05/06/25	123.00	123.00	KESON TAPE MEASURE 100"
25008403	006	002854	M-F ATHLETIC CO INC - MFAC LL	05/06/25	27.00	27.00	KESON TAPE MEASURE 50"
25008403	007	002854	M-F ATHLETIC CO INC - MFAC LL	05/06/25	140.00	140.00	PYRAMID SPIKE BAG OF 100 1/4"
25008403	008	002854	M-F ATHLETIC CO INC - MFAC LL	05/06/25	99.00	99.00	SHIPPING
					1,525.00	1,525.00	

NORMAN PUBLIC SCHOOLS - LIVE

OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 04/29/2025 TO 06/02/2025 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 61.0819.51000.811.0100.3330.000.003. MEMBERSHIPS							
25008648	001	001434	WESTWOOD PARK GOLF COURSE	05/29/25	5,188.00	5,188.00	RENTAL USAGE FOR WESTWOOD GOLF FO
					5,188.00	5,188.00	
DETAILS FOR ACCOUNT: 61.0819.51000.811.0100.3330.000.710. MEMBERSHIPS							
25008651	001	000424	OKLAHOMA SECONDARY SCHOOL ACT	05/29/25	495.00	495.00	BOYS STATE GOLF FEE
					495.00	495.00	
DETAILS FOR ACCOUNT: 61.0819.52199.582.0800.3330.000.705. OUT OF DISTRICT TRAVEL							
25008608	001	014910	COLE, CORY	05/22/25	372.40	372.40	MILEAGE REIMBURSEMENT FOR CORY CO
					372.40	372.40	
DETAILS FOR ACCOUNT: 61.0819.52199.682.0100.3330.000.710. REFRESHMENTS/AWARDS/GIFTS							
25008474	001	003274	STETSON JJ OKLAHOMA I LLC	05/12/25	250.00	250.00	BLANKET HOSPITALITY
25008475	001	001324	SCARBOROUGH INVESTMENT INC -	05/12/25	250.00	250.00	BLANKET PIZZA SHUFFLE HOSPITALITY
25008498	001	003274	STETSON JJ OKLAHOMA I LLC	05/15/25	150.00	150.00	JIMMY JOHNS HOSPITALITY ATHLETIC
					650.00	650.00	
DETAILS FOR ACCOUNT: 61.0819.52199.682.0800.0000.000.502. REFRESHMENTS/AWARDS/GIFTS							
25008316	001	000513	PETERS, VINCENT - SOONER TROP	05/01/25	1,000.00	1,000.00	TROPHIES FOR ALL SPORTS EOY 2024-
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.0819.52410.619.0800.0000.000.003. GENERAL OFFICE SUPPLIES							
25008657	001	000389	OFFICE DEPOT	05/30/25	500.00	500.00	OFFICE SUPPLIES FOR TD/BRANDI
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0819.52720.515.0800.0000.000.003. STUDENT OUT OF DISTRICT LODGIN							
25008450	001	012200	JP MORGAN CHASE BANK NA	05/09/25	1,000.00	1,000.00	PLAYOFF HOTEL STAYS FOR ATHLETICS
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.0819.52720.516.0100.3330.000.710. STUDENT OUT OF DISTRICT MEALS							
25008538	001	012200	JP MORGAN CHASE BANK NA	05/16/25	600.00	600.00	BLANKET SOCCER MEALS FOR STATE
					600.00	600.00	
DETAILS FOR ACCOUNT: 61.0819.52720.516.0819.0000.000.003. STUDENT OUT OF DISTRICT MEALS							
25008449	001	012200	JP MORGAN CHASE BANK NA	05/09/25	1,000.00	1,000.00	TEAM MEALS ATHLETICS
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.0821.52720.515.0100.3330.000.710. STUDENT OUT OF DISTRICT LODGIN							
25008258	001	012200	JP MORGAN CHASE BANK NA	04/29/25	404.12	404.12	AVID HOTEL GILRS GOLF STATE HOTEL
					404.12	404.12	
DETAILS FOR ACCOUNT: 61.0822.51000.343.0100.3330.000.710. INSTR-GAME OFFICIALS SERVICES							
25008505	001	001823	GAME OFFICIALS FOR BLANKET EN	05/15/25	100.00	100.00	SOCCER OFFICIAL 5/13
25008506	001	001823	GAME OFFICIALS FOR BLANKET EN	05/15/25	100.00	100.00	SOCCER OFFICIAL 5/13
25008507	001	001823	GAME OFFICIALS FOR BLANKET EN	05/15/25	100.00	100.00	SOCCER OFFICIAL 5/13
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.0822.51000.657.0100.3330.000.705. UNIFORMS							
25008656	001	001269	BSN SPORTS	05/30/25	344.00	344.00	SOCCER JERSEYS FOR NHS
25008656	002	001269	BSN SPORTS	05/30/25	238.00	238.00	SOCCER SHORTS FOR NHS

NORMAN PUBLIC SCHOOLS - LIVE

OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 04/29/2025 TO 06/02/2025 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
25008656	003	001269	BSN SPORTS	05/30/25	10.00	10.00	FREIGHT
					592.00	592.00	
DETAILS FOR ACCOUNT: 61.0825.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
25008496	001	500001	AMAZON MARKETPLACE	05/15/25	20.00	20.00	ART GRADUATION CORDS
					20.00	20.00	
DETAILS FOR ACCOUNT: 61.0825.52560.540.0900.0000.000.004. ADVERTISING							
25008620	001	013847	AMERICAN STRING TEACHERS ASSO	05/23/25	150.00	150.00	30 Day advertisement for High ski
					150.00	150.00	
DETAILS FOR ACCOUNT: 61.0827.52213.682.0271.0000.000.021. REFRESHMENTS/AWARDS/GIFTS							
25008328	001	001225	WALMART STORES INC	05/02/25	200.00	200.00	REFRESHMENTS- FOOD/WATER/SODA/JUI
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0827.52340.682.0900.0000.000.089. REFRESHMENTS/AWARDS/GIFTS							
25008327	001	001232	SAM'S EAST INC	05/02/25	200.00	200.00	REFRESHMENTS- FOOD/WATER/SODA/JUI
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0827.52340.811.0000.0000.000.001. MEMBERSHIPS/FEES							
25008523	001	012841	NORMAN REGIONAL HEALTH FOUNDA	05/15/25	512.60	512.60	ANNUAL BANQUET - AMBASSADOR SPONS
					512.60	512.60	
DETAILS FOR ACCOUNT: 61.0828.52199.811.0900.0000.000.502. MEMBERSHIPS							
25008556	001	000283	HEYDAY ENTERTAINMENT LLC	05/20/25	7,000.00	7,000.00	ADMISSION AND FOOD FOR BAND CONTE
					7,000.00	7,000.00	
DETAILS FOR ACCOUNT: 61.0833.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
25008279	001	001225	WALMART STORES INC	04/30/25	125.00	125.00	HOSTING A POT LUCK PAPERPLATES, F
					125.00	125.00	
DETAILS FOR ACCOUNT: 61.0834.52199.345.0800.0000.000.003. OTHER COMPETITIVE EVENTS OFFIC							
25008472	001	001899	ANDREWS, TRICIA	05/12/25	1,030.00	450.00	HS CHEER TRYOUT JUDGES
					1,030.00	450.00	
DETAILS FOR ACCOUNT: 61.0834.52199.683.0900.0000.000.504. STUD SUPP-EXTRA CURRICULAR SUP							
25008584	001	000288	VARSITY SPIRIT FASHIONS AND S	05/20/25	1,038.00	1,038.00	VSF STOCKED SKIRTS
25008584	002	000288	VARSITY SPIRIT FASHIONS AND S	05/20/25	1,238.00	1,238.00	TRACK SHORTS BOOSTER CLUB WILL R
25008584	003	000288	VARSITY SPIRIT FASHIONS AND S	05/20/25	157.00	157.00	SHIPPING
					2,433.00	2,433.00	
DETAILS FOR ACCOUNT: 61.0836.52199.811.0900.0000.000.705. MEMBERSHIPS/FEES							
25008536	001	000283	HEYDAY ENTERTAINMENT LLC	05/16/25	1,000.00	1,000.00	TIGER CREW BONDING DAY AT HEYDAY
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.0840.51000.657.0100.2600.000.705. UNIFORMS							
25008653	001	012481	PINPOINT MONOGRAMS INC	05/29/25	1,000.00	1,000.00	FFA OFFICER POLOS NAVY/GOLD POLOS
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.0840.51000.681.0311.8000.000.705. INSTR-COCURRICULAR SUPPLIES							
25008606	001	500000	AMAZON.COM	05/22/25	300.00	300.00	CLASSROOM SUPPLIES TO FINISH OUT
					300.00	300.00	

NORMAN PUBLIC SCHOOLS - LIVE

OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 04/29/2025 TO 06/02/2025 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 61.0840.51000.811.0100.8000.000.705. MEMBERSHIPS							
25008607	001	015231	OKLAHOMA STATE OF FARMERS EDU	05/22/25	1,050.00	1,050.00	AFR LEADERSHIP SUMMIT FOR 5 FFA S
					1,050.00	1,050.00	
DETAILS FOR ACCOUNT: 61.0840.52199.811.0900.0000.000.705. MEMBERSHIPS							
25008541	001	015160	MAIN EVENT ENTERTAINMENT INC	05/16/25	567.00	567.00	AG-ED FFA TRIP EVENT FOR STUDENTS
					567.00	567.00	
DETAILS FOR ACCOUNT: 61.0840.52213.582.0900.0000.000.705. INST STAFF TRAIN-OD DIST TRAVE							
25008534	001	012200	JP MORGAN CHASE BANK NA	05/16/25	1,000.00	1,000.00	OAETA SUMMER CONFERENCE IN NW, OK
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.0840.52213.583.0900.0000.000.705. INST STAFF TRAIN-OUT OF ST TRA							
25008478	001	012468	STYLES, REBECCA	05/12/25	280.00	280.00	PER DIEM FOR NAAE REGION II CONFE
25008479	001	012468	STYLES, REBECCA	05/12/25	165.00	165.00	PER DIEM FOR OAETA CONFERENCE JUN
					445.00	445.00	
DETAILS FOR ACCOUNT: 61.0840.52720.515.0900.0000.000.705. VEH OP-STUD OUT OF DIST LODGE							
25008605	001	012200	JP MORGAN CHASE BANK NA	05/22/25	1,115.65	1,115.65	AIRBNB CABIN STAY IN BROKEN BOW F
					1,115.65	1,115.65	
DETAILS FOR ACCOUNT: 61.0840.53200.670.0900.0000.000.705. ENTERPRISE-MDSE-PURCH FOR RESA							
25008309	001	000477	BLUE & GOLD SAUSAGE CO LLC	05/01/25	8,000.00	344.00	VO AG-BLUE AND GOLD FUNDRAISER TH
					8,000.00	344.00	
DETAILS FOR ACCOUNT: 61.0852.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
25008426	001	500000	AMAZON.COM	05/07/25	122.00	122.00	7 CORDS, GREEN & ORANGE FOR GRADU
					122.00	122.00	
DETAILS FOR ACCOUNT: 61.0859.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
25008415	001	012721	WILLIAM FUMEY	05/07/25	119.94	119.94	(6) KENTE CLOTH GRADUATION STOHL
					119.94	119.94	
DETAILS FOR ACCOUNT: 61.0860.51000.811.0100.0000.000.145. MEMBERSHIPS							
25008543	001	008656	JB DISTRIBUTORS INC - SITPOTS	05/16/25	132.00	132.00	RESOURCE FIELD TRIP MOVIE THEATE
					132.00	132.00	
DETAILS FOR ACCOUNT: 61.0860.51000.811.0100.1050.000.130. MEMBERSHIPS							
25008296	001	730005	UNIVERSITY OF OKLAHOMA	04/30/25	360.00	360.00	1ST GRADE SAM NOBLE MUSEUM ADMISS
					360.00	360.00	
DETAILS FOR ACCOUNT: 61.0860.52199.811.0900.0000.000.110. MEMBERSHIPS/FEES							
25008254	001	008295	YOUNG MEN'S CHRISTIAN ASSOCIA	04/29/25	1,270.00	1,270.00	5TH GRADE CAMP CLASSEN DEPOSIT
					1,270.00	1,270.00	
DETAILS FOR ACCOUNT: 61.0860.52199.811.0900.0000.000.150. MEMBERSHIPS							
25008281	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	04/30/25	600.00	600.00	1ST GRADE FIELD TRIP - ZOO
25008317	001	001992	SCIENCE MUSEUM OF OKLAHOMA	05/01/25	600.00	600.00	2ND GRADE FIELD TRIP ADMISSION -
25008320	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	05/01/25	800.00	800.00	3RD GRADE FIELD TRIP - ZOO
25008470	001	001992	SCIENCE MUSEUM OF OKLAHOMA	05/12/25	850.00	850.00	SCIENCE MUSEUM ADMISSION
25008560	001	001992	SCIENCE MUSEUM OF OKLAHOMA	05/20/25	980.00	980.00	SCIENCE MUSEUM ADMISSION
					3,830.00	3,830.00	

NORMAN PUBLIC SCHOOLS - LIVE

OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 04/29/2025 TO 06/02/2025 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 61.0861.52410.653.0900.0000.000.705. TECH RELATED SUPPLIES							
25008433	001	500000	AMAZON.COM	05/09/25	75.00	75.00	COMPUTER SUPPLIES FOR 2 SECRETARI
					75.00	75.00	
DETAILS FOR ACCOUNT: 61.0861.52410.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
25008542	001	012200	JP MORGAN CHASE BANK NA	05/16/25	200.00	200.00	FINAL FACULTY MEETING FOR TEACHER
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0862.52199.641.0900.0000.000.710. BOOKS							
25008358	001	500001	AMAZON MARKETPLACE	05/02/25	60.00	60.00	2 BOOKS FOR GEM CLUB 5 STEPS TO A
					60.00	60.00	
DETAILS FOR ACCOUNT: 61.0864.51000.615.0100.3100.000.705. BLANK FILMS/VIDEOS/AUDIOTAPE							
25008342	001	500000	AMAZON.COM	05/02/25	22.00	22.00	FRENCH CLUB CLASSROOM SUPPLIES 24
					22.00	22.00	
DETAILS FOR ACCOUNT: 61.0864.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
25008345	001	500000	AMAZON.COM	05/02/25	40.00	40.00	FRENCH CLUB ORDERING 5 STOLES FOR
					40.00	40.00	
DETAILS FOR ACCOUNT: 61.0866.51000.619.0100.1050.000.150. INSTR-GENERAL OFFICE SUPPLIES							
25008477	001	500000	AMAZON.COM	05/12/25	80.00	80.00	CONTAINERS, FOLDERS, PENCILS
					80.00	80.00	
DETAILS FOR ACCOUNT: 61.0866.51000.652.0100.1050.000.120. INSTRUCTION-AUDIOVISUAL							
25008326	001	014414	AVI-SPL LLC	05/01/25	1,405.43	1,405.43	SUBWOOFER, MEDIUM POWER 18-INCH S
					1,405.43	1,405.43	
DETAILS FOR ACCOUNT: 61.0866.51000.811.0100.1050.000.107. MEMBERSHIPS							
25008443	001	005552	TIGER SAFARI INC	05/09/25	400.00	400.00	PRE K TIGER SAFARI FIELD TRIP ADM
					400.00	400.00	
DETAILS FOR ACCOUNT: 61.0866.52199.655.0900.0000.000.504. INSTRUMENTS							
25008537	001	000585	GILLIAM MUSIC COMPANY	05/16/25	60.00	60.00	REPAIR OF A DENT TO AN ALTO SAXOP
					60.00	60.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.120. REFRESHMENTS/AWARDS/GIFTS							
25008372	001	008457	PINACLE PIZZA INC	05/05/25	150.00	150.00	PIZZA FOR KINDERGARTEN
25008432	001	008457	PINACLE PIZZA INC	05/09/25	100.00	100.00	PIZZA FOR KINDERGARTEN
					250.00	250.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.140. REFRESHMENTS/AWARDS/GIFTS							
25008580	001	000513	PETERS, VINCENT - SOONER TROP	05/20/25	260.00	260.00	FITNESS TROPHY AND GYM PLAQUES FO
					260.00	260.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.740. REFRESHMENTS/AWARDS/GIFTS							
25008282	001	500001	AMAZON MARKETPLACE	04/30/25	150.00	150.00	FRAMES FOR DIRECTOR'S & STUDENT O
					150.00	150.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.1050.000.150. REFRESHMENTS/AWARDS/GIFTS							
25008488	001	001865	AMERICAN CITIZENSHIP AWARDS P	05/15/25	210.00	210.00	50 EXCELLENCE PINS
					210.00	210.00	

NORMAN PUBLIC SCHOOLS - LIVE

OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 04/29/2025 TO 06/02/2025 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 61.0866.52199.811.0900.0000.000.122. MEMBERSHIPS							
25008437	001	000509	NORMAN BOWLING CENTER	05/09/25	300.00	300.00	5TH GRADE FIELD TRIP TO SOONER BO
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.0866.52199.811.0900.0000.000.740. MEMBERSHIPS							
25008557	001	000509	NORMAN BOWLING CENTER	05/20/25	325.00	325.00	BOWLING FOR 9-12 TEAM BUILDING
					325.00	325.00	
DETAILS FOR ACCOUNT: 61.0866.52213.860.0900.0000.000.710. INST SF TRAIN-STAFF REG & TUIT							
25008491	001	012200	JP MORGAN CHASE BANK NA	05/15/25	35.00	35.00	K-12 STEM TEACHER CONFERENCE JUNE
					35.00	35.00	
DETAILS FOR ACCOUNT: 61.0866.52410.619.0900.0000.000.140. PRINC OFF-GEN OFFICE SUPPLIES							
25008581	001	000082	NSS LLC	05/20/25	75.00	75.00	STAMP FOR THE PRINCIPLE AND THE A
					75.00	75.00	
DETAILS FOR ACCOUNT: 61.0866.52410.651.0900.0000.000.500. APPLIANCES/FURN/FIXTURES							
25008645	001	500000	AMAZON.COM	05/29/25	400.00	400.00	IRVING OFFICE-obile Standing Desk
					400.00	400.00	
DETAILS FOR ACCOUNT: 61.0866.52410.653.0100.1050.000.150. TECH RELATED SUPPLIES							
25008325	001	500000	AMAZON.COM	05/01/25	60.00	60.00	CABLES FOR FRONT OFFICE COMPUTERS
					60.00	60.00	
DETAILS FOR ACCOUNT: 61.0866.52410.653.0900.0000.000.120. COMPUTERS							
25008326	002	014414	AVI-SPL LLC	05/01/25	196.20	196.20	MICROPHONE, CARDIOID DYNAMIC INST
					196.20	196.20	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0866.0000.000.115. PRINC OFF-AWARDS/GIFTS/DECOR							
25008476	001	000513	PETERS, VINCENT - SOONER TROP	05/12/25	290.00	290.00	JACKSON - EOY TROPHIES 24-25 2 MA
					290.00	290.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.120. REFRESHMENTS/AWARDS/GIFTS							
25008262	001	001232	SAM'S EAST INC	04/29/25	300.00	300.00	REFRESHMENTS FOR VARIOUS MEETINGS
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.130. PRINC OFF-AWARDS/GIFTS/DECOR							
25008277	001	001232	SAM'S EAST INC	04/29/25	300.00	300.00	TEACHER APPRECIATION WEEK MAY 5-9
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.135. PRINC OFF-AWARDS/GIFTS/DECOR							
25008603	001	006506	CHUYS OPCO INC	05/22/25	500.00	500.00	LUNCH FOR TEACHER/PRINCIPAL COLLA
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.710. PRINC OFF-AWARDS/GIFTS/DECOR							
25008397	001	012200	JP MORGAN CHASE BANK NA	05/06/25	1,219.00	1,219.00	FOOD/SNACKS FOR TEACHER APPRECIAT
25008487	001	001225	WALMART STORES INC	05/15/25	750.00	750.00	FOOD AND SNACK FOR STAFF FOR 24-2
25008551	001	001269	BSN SPORTS	05/16/25	650.00	650.00	NORMAN NORTH GEAR FOR ASSISTANT P
25008636	001	000283	HEYDAY ENTERTAINMENT LLC	05/28/25	1,182.15	1,182.15	BLANKET PO FOR AFTER GRADUATION G
					3,801.15	3,801.15	

NORMAN PUBLIC SCHOOLS - LIVE

OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 04/29/2025 TO 06/02/2025 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.740.			REFRESHMENTS/AWARDS/GIFTS				
25008314	001	014225	ROBINSON DONUTS	05/01/25	100.00	100.00	COFFEE AND DONUTS FOR STAFF
25008321	001	001225	WALMART STORES INC	05/01/25	200.00	200.00	SNACKS, COFFEE, SODA, ETC FOR STA
25008322	001	001232	SAM'S EAST INC	05/01/25	300.00	300.00	SNACKS, TREATS, DRINKS, ETC FOR S
					600.00	600.00	
DETAILS FOR ACCOUNT: 61.0866.52573.625.0900.0000.000.710.			GASOLINE				
25008631	001	012200	JP MORGAN CHASE BANK NA	05/28/25	300.00	300.00	GAS FOR SUBURBAN - TULSA 05/28 -
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.0866.52740.682.0900.0000.000.001.			REFRESHMENTS/AWARDS/GIFTS				
25008408	001	000612	UNIVERSITY SILKSCREEN	05/07/25	838.00	838.00	26 PORT AUTHORITY POLOS AT \$22 EA
					838.00	838.00	
DETAILS FOR ACCOUNT: 61.0868.51000.811.0251.0000.000.502.			MEMBERSHIPS				
25008504	001	000509	NORMAN BOWLING CENTER	05/15/25	240.00	240.00	GIFTD FIELD TRIP 5/20/25 P-CARD
					240.00	240.00	
DETAILS FOR ACCOUNT: 61.0873.52199.337.0900.0000.000.140.			OTH PROFESSIONAL SERVICES				
25008428	001	015213	LINK OKC LLC	05/07/25	824.00	824.00	DJ FOR THE 5TH GRADE CELEBRATION
					824.00	824.00	
DETAILS FOR ACCOUNT: 61.0873.52199.682.0900.0000.000.140.			REFRESHMENTS/AWARDS/GIFTS				
25008313	001	015192	NORMAN, JEREMY	05/01/25	240.00	240.00	5TH GRADE CELEBRATION 120 CONES F
					240.00	240.00	
DETAILS FOR ACCOUNT: 61.0876.52199.449.0900.0000.000.501.			OTHER RENTALS OR LEASE SERVICE				
25008484	001	006449	ALLISON'S FUN INC	05/14/25	200.00	50.00	INFLATABLES 8TH GRADE CELEBRATION
					200.00	50.00	
DETAILS FOR ACCOUNT: 61.0879.52199.811.0900.0000.000.502.			MEMBERSHIPS				
25008246	001	000603	OKLAHOMA FUTURE HOMEMAKERS OF	04/29/25	57.20	57.20	STAR EVENT PARTICIPANTS FCCLA 202
					57.20	57.20	
DETAILS FOR ACCOUNT: 61.0880.52199.682.0900.0000.000.705.			REFRESHMENTS/AWARDS/GIFTS				
25008410	001	012200	JP MORGAN CHASE BANK NA	05/07/25	1,000.00	1,000.00	CC PO AS THEY DON'T KNOW WHAT THE
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.0880.52199.682.0900.0000.000.710.			REFRESHMENTS/AWARDS/GIFTS				
25008253	001	000513	PETERS, VINCENT - SOONER TROP	04/29/25	400.00	400.00	MEDALS FOR SENIORS
					400.00	400.00	
DETAILS FOR ACCOUNT: 61.0882.52199.682.0900.0000.000.710.			REFRESHMENTS/AWARDS/GIFTS				
25008271	001	500001	AMAZON MARKETPLACE	04/29/25	800.00	800.00	ITEMS FOR DECA BANQUET EX: BALLO
25008359	001	010540	QDOBA MEXICAN GRILL	05/02/25	2,000.00	2,000.00	DECA BANQUET 05/15
					2,800.00	2,800.00	
DETAILS FOR ACCOUNT: 61.0882.52720.513.0900.0000.000.710.			VEH OP-STUD TRANS OUTSIDE AGEN				
25008629	001	012200	JP MORGAN CHASE BANK NA	05/28/25	800.00	800.00	TO COVER COSTS FOR TRANSPORTATION
					800.00	800.00	

NORMAN PUBLIC SCHOOLS - LIVE

OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 04/29/2025 TO 06/02/2025 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 61.0882.53200.670.0900.0000.000.710. ENTERPRISE-MDSE-PURCH FOR RESA							
25008439	001	000751	BEN E KEITH FOODS INC	05/09/25	2,500.00	1,317.97	BLANKET PO FOR ITEMS FOR THE N PL
					2,500.00	1,317.97	
DETAILS FOR ACCOUNT: 61.0884.52640.439.0501.3002.000.004. OTHER EQUIPMENT & VEHICLE SERV							
25008616	001	012669	GEOFFREY L CLIFTON	05/23/25	1,732.50	1,732.50	WIND INSTRUMENTS REPAIR AND MAINT
					1,732.50	1,732.50	
DETAILS FOR ACCOUNT: 61.0884.52640.439.0502.3003.000.004. OTHER EQUIPMENT & VEHICLE SERV							
25008497	001	000585	GILLIAM MUSIC COMPANY	05/15/25	1,530.00	1,530.00	ESTIMATED REPAIRS FOR THE FOLLOWI
					1,530.00	1,530.00	
DETAILS FOR ACCOUNT: 61.0884.52640.439.0504.3003.000.004. OTHER EQUIPMENT & VEHICLE SERV							
25008499	001	000585	GILLIAM MUSIC COMPANY	05/15/25	3,110.00	3,110.00	ESTIMATED REPAIRS FOR THE FOLLOWI
					3,110.00	3,110.00	
DETAILS FOR ACCOUNT: 61.0884.52640.439.0705.3002.000.004. OTHER EQUIPMENT & VEHICLE SERV							
25008615	001	006294	PALEN MUSIC CENTER	05/23/25	3,440.00	3,440.00	SUMMER INSTRUMENT REPAIRS TROMBON
					3,440.00	3,440.00	
DETAILS FOR ACCOUNT: 61.0884.52640.439.0705.3003.000.004. OTHER EQUIPMENT & VEHICLE SERV							
25008500	001	000585	GILLIAM MUSIC COMPANY	05/15/25	2,798.00	2,798.00	ESTIMATED REPAIRS FOR THE FOLLOWI
					2,798.00	2,798.00	
DETAILS FOR ACCOUNT: 61.0884.52640.439.0710.3003.000.004. OTHER EQUIPMENT & VEHICLE SERV							
25008501	001	000585	GILLIAM MUSIC COMPANY	05/15/25	4,400.00	4,400.00	ESTIMATE FOR FOLLOWING: \$605.00 P
25008619	001	006294	PALEN MUSIC CENTER	05/23/25	3,727.00	3,727.00	ESTIMATE FOR FOLLOWING: \$1237.00
					8,127.00	8,127.00	
DETAILS FOR ACCOUNT: 61.0891.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
25008512	001	011435	MAULDIN, NICK - CHICK FIL A	05/15/25	300.00	300.00	(4) LARGE CHICKEN MINI TRAY (1) S
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.0894.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
25008400	001	500001	AMAZON MARKETPLACE	05/06/25	20.00	20.00	GRADUATION CORDS FOR LATIN CLUB
					20.00	20.00	
DETAILS FOR ACCOUNT: 61.0894.52199.683.0900.0000.000.710. STUD SUPP-EXTRA CURRICULAR SUP							
25008269	001	000612	UNIVERSITY SILKSCREEN	04/29/25	300.00	300.00	(25) T SHIRTS @ \$12.00 = \$300.00
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.0896.52220.641.0100.1050.000.135. BOOKS							
25008264	001	000259	HERTZBERG-NEW METHOD INC -	04/29/25	100.02	100.02	5 BOOKS FOR LIBRARY
					100.02	100.02	
DETAILS FOR ACCOUNT: 61.0896.52220.641.0900.0000.000.107. LIBR MEDIA-BOOKS							
25008398	001	001239	SCHOLASTIC BOOK FAIRS	05/06/25	307.92	307.92	5TH GRADE BOOK - GRADUATION PRESE
					307.92	307.92	
DETAILS FOR ACCOUNT: 61.0896.52220.641.0900.0000.000.145. LIBR MEDIA-BOOKS							
25008454	001	001239	SCHOLASTIC BOOK FAIRS	05/09/25	175.00	175.00	BUYING BOOKS FROM THE BOGO BOOK F
					175.00	175.00	

NORMAN PUBLIC SCHOOLS - LIVE

OPEN PURCHASE ORDERS BY ACCOUNT

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DATE RANGE: 04/29/2025 TO 06/02/2025 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 61.0896.52410.682.0000.0000.000.160. REFRESHMENTS/AWARDS/GIFTS							
25008405	001	001241	HOMELAND UNITED SUPERMARKETS	05/07/25	400.00	400.00	FOOD ITEMS FOR VOLUNTEER LUNCH MA
					400.00	400.00	
DETAILS FOR ACCOUNT: 61.0906.52199.683.0900.0000.000.115. EXTRA CURRICULAR SUPPLIES							
25008268	001	000527	MASSIVE GRAPHICS INC	04/29/25	33.00	33.00	JACKSON - HONOR CHOIR SHIRTS - 3
					33.00	33.00	
DETAILS FOR ACCOUNT: 61.0906.52720.513.0900.0000.000.710. VEH OP-STUD TRANS OUTSIDE AGEN							
25008635	001	003135	VILLAGE TRAVEL LLC	05/28/25	1,500.00	1,500.00	CHARTER BUS FOR CHOIR SPRING TRIP
					1,500.00	1,500.00	
DETAILS FOR ACCOUNT: 61.0919.51000.611.0100.1050.000.130. PAPER SUPPLIES							
25008278	001	013414	ODP BUSINESS SOLUTIONS LLC	04/29/25	1,000.00	1,000.00	CONSTRUCTION/ART PAPER FOR THE AR
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.0919.52199.682.0900.0000.000.135. REFRESHMENTS/AWARDS/GIFTS							
25008547	001	001324	SCARBOROUGH INVESTMENT INC -	05/16/25	200.00	200.00	PIZZA FOR STUDENT INCENTIVE
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0919.52199.682.0900.0000.000.150. REFRESHMENTS/AWARDS/GIFTS							
25008438	001	001232	SAM'S EAST INC	05/09/25	255.00	255.00	SUPPLIES FOR KINDER RECOGNITION
25008592	001	013065	EAGLE ONE PIZZA	05/21/25	290.00	290.00	PIZZA FOR 4TH GRADE END OF YEAR
					545.00	545.00	
DETAILS FOR ACCOUNT: 61.0924.52640.439.0500.3002.000.004. OTHER EQUIPMENT & VEHICLE SERV							
25008614	001	012669	GEOFFREY L CLIFTON	05/23/25	2,040.00	2,040.00	SUMMER INSTRUMENT REPAIRS SAX: 22
					2,040.00	2,040.00	
DETAILS FOR ACCOUNT: 61.0924.52640.439.0705.3002.000.004. OTHER EQUIPMENT & VEHICLE SERV							
25008613	001	010624	CONTRERAS, CHRISTOPHER DAVID	05/23/25	2,080.00	2,080.00	SUMMER INSTRUMENT REPAIRS AND MAI
					2,080.00	2,080.00	
DETAILS FOR ACCOUNT: 61.0952.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
25008267	001	003470	NATIONAL AWARDS INC	04/29/25	600.00	600.00	(6) GRADUATION SPANISH HONOR CORD
					600.00	600.00	
DETAILS FOR ACCOUNT: 61.0953.51000.583.0100.4000.000.710. OUT OF STATE TRAVEL							
25008634	001	012200	JP MORGAN CHASE BANK NA	05/28/25	750.00	750.00	GAS AND PARKING FOR SPEECH NATION
					750.00	750.00	
DETAILS FOR ACCOUNT: 61.0953.51000.811.0100.4000.000.710. MEMBERSHIPS							
25008630	001	000270	NATIONAL FORENSIC LEAGUE	05/28/25	1,500.00	1,500.00	REGISTRATION FOR NATIONALS 06/15-
					1,500.00	1,500.00	
DETAILS FOR ACCOUNT: 61.0953.52720.513.0900.0000.000.710. VEH OP-STUD TRANS OUTSIDE AGEN							
25008633	001	005590	EAN HOLDINGS LLC - ENTERPRISE	05/28/25	1,500.00	1,500.00	VANS FOR NATIONALS FOR SPEECH JUN
					1,500.00	1,500.00	
DETAILS FOR ACCOUNT: 61.0953.52720.583.0900.0000.000.710. OUT OF STATE TRAVEL							
25008632	001	011308	BROWN, MORGAN	05/28/25	560.00	560.00	PER DIEM FOR NATIONALS 2024 JUNE
					560.00	560.00	

NORMAN PUBLIC SCHOOLS - LIVE

OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 04/29/2025 TO 06/02/2025 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 61.0954.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
25008416	001	001232	SAM'S EAST INC	05/07/25	500.00	500.00	FOOD FOR SPECIAL OLYMPICS BANQUET
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0954.52199.683.0900.0000.000.710. STUD SUPP-EXTRA CURRICULAR SUP							
25008462	001	000591	B&C APPAREL LLC	05/12/25	594.00	594.00	(38) T SHIRTS FOR SPECIAL OLYMPIC
					594.00	594.00	
DETAILS FOR ACCOUNT: 61.0957.52199.682.0900.0000.000.160. REFRESHMENTS/AWARDS/GIFTS							
25008417	001	001232	SAM'S EAST INC	05/07/25	100.00	100.00	PIZZA AND POPSCICLE PARTIES
					100.00	100.00	
DETAILS FOR ACCOUNT: 61.0957.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
25008250	001	001232	SAM'S EAST INC	04/29/25	215.00	215.00	FOOD FOR DEN SUPPORT STAFF GALA
25008294	001	006323	BIG WILL	04/30/25	650.00	650.00	5 PLUS POUNDS OF MEAT AND SIDES 0
25008369	001	001232	SAM'S EAST INC	05/02/25	250.00	250.00	FOOD FOR DEN SUPPORT STAFF GALA
25008511	001	001232	SAM'S EAST INC	05/15/25	650.00	650.00	(43) 16 CT HOT DOG BUNS 3.58/15
					1,765.00	1,765.00	
DETAILS FOR ACCOUNT: 61.0960.52199.683.0239.0000.000.150. EXTRA CURRICULAR SUPPLIES							
25008518	001	010533	MONTGOMERY, EMMA - M&S SCREEN	05/15/25	255.00	255.00	HATS FOR SPECIAL OLYMPICS
					255.00	255.00	
DETAILS FOR ACCOUNT: 61.0965.51000.449.0100.0000.000.501. OTHER RENTALS OR LEASE SERVICE							
25008337	001	003901	OCKER, KRISTEN - QUEEN OF HAR	05/02/25	200.00	80.00	DRAMA COSTUME RENTAL FROM QUEEN O
					200.00	80.00	
DETAILS FOR ACCOUNT: 61.0969.51000.321.0100.3000.000.710. INSTRUCTIONAL PROG IMPROVE SER							
25008376	001	014613	ROUGHT, KINSTEN	05/05/25	150.00	150.00	MOSTLY MOZART ORCHESTRA ACCOMPIAN
					150.00	150.00	
DETAILS FOR ACCOUNT: 61.0969.51000.346.0100.3000.000.710. TECHNOLOGY RELATED TECHNICAL S							
25008382	001	000319	HORTON, PAT - HORTON PRODUCTI	05/05/25	350.00	350.00	VIDEO RECORDING FOR THE MOSTLY MO
					350.00	350.00	
DETAILS FOR ACCOUNT: 61.0969.51000.425.0100.3000.000.710. INSTRUCT-LAUNDRY SERVICES							
25008578	001	000502	WALDEN CLEANERS & LAUNDRY INC	05/20/25	1,200.00	1,200.00	CHOIR UNIFORM ANNUAL CLEANING
					1,200.00	1,200.00	
DETAILS FOR ACCOUNT: 61.0969.51000.681.0100.3000.000.710. INSTR-COCURRICULAR SUPPLIES							
25008559	001	000759	PENDER'S MUSIC COMPANY LLC	05/20/25	87.00	87.00	HONOR CHOIR PACKETS
					87.00	87.00	
DETAILS FOR ACCOUNT: 61.0969.52199.682.0900.0000.000.501. REFRESHMENTS/AWARDS/GIFTS							
25008457	001	001225	WALMART STORES INC	05/09/25	500.00	100.98	SUPPLIES FOR MUSICAL AND END OF M
					500.00	100.98	
DETAILS FOR ACCOUNT: 61.0969.52199.683.0900.0000.000.501. STUD SUPP-EXTRA CURRICULAR SUP							
25008458	001	000371	LOWE'S HOME CENTERS INC	05/09/25	500.00	500.00	SUPPLIES FOR MUSICAL
					500.00	500.00	

NORMAN PUBLIC SCHOOLS - LIVE

OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 04/29/2025 TO 06/02/2025 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 61.0974.52199.611.0900.0000.000.501. PAPER SUPPLIES							
25008625	001	010725	SUNDANCE OFFICE SUPPLY INC	05/27/25	130.00	130.00	DELL B2360DN TONER
					130.00	130.00	
DETAILS FOR ACCOUNT: 61.0974.52199.653.0900.0000.000.501. STUDENT SUPPORT-COMPUTERS							
25008628	001	007747	SCHOOL SAFE ID LLC	05/28/25	500.00	500.00	ID PRINTER SUPPLIES PAPER ID ROLL
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0974.53200.670.0900.0000.000.502. ENTERPRISE-MDSE-PURCH FOR RESA							
25008647	001	005889	WALSWORTH PUBLISHING COMPANY	05/29/25	4,066.00	4,066.00	YEARBOOK SALES 2025
					4,066.00	4,066.00	
DETAILS FOR ACCOUNT: 61.0976.52199.811.0900.0000.000.710. MEMBERSHIPS							
25008602	001	008295	YOUNG MEN'S CHRISTIAN ASSOCIA	05/22/25	275.00	275.00	STATE CONFERENCE FEE FOR AKSHARA
					275.00	275.00	
DETAILS FOR ACCOUNT: 61.0986.52199.682.0900.0000.000.140. REFRESHMENTS/AWARDS/GIFTS							
25008544	001	000844	OZARK PIZZA COMPANY - PAPA JO	05/16/25	130.00	130.00	PIZZA FOR THE 1ST GRADE CELEBRATI
					130.00	130.00	
DETAILS FOR ACCOUNT: 61.0987.52199.682.0900.0000.000.502. REFRESHMENTS/AWARDS/GIFTS							
25008588	001	001232	SAM'S EAST INC	05/21/25	200.00	200.00	REWARDS, SUPPLIES ECT PCARD-MOLES
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0993.52199.811.0900.0000.000.140. MEMBERSHIPS							
25008289	001	001992	SCIENCE MUSEUM OF OKLAHOMA	04/30/25	945.00	945.00	2ND GRADE SCIENCE CENTER FIELD TR
					945.00	945.00	
DETAILS FOR ACCOUNT: 61.1806.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
25008585	001	012200	JP MORGAN CHASE BANK NA	05/20/25	500.00	500.00	LUNCH/SNACKS FOR TRANSITION KIDS
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.1806.53200.670.0900.0000.000.710. MDSE-PURCH FOR RESALE FOR FND							
25008270	001	001232	SAM'S EAST INC	04/29/25	200.00	200.00	ITEMS FOR THE COLLECTIVE STORE
25008298	001	005907	US FOODS	04/30/25	250.00	250.00	ITEMS FOR RESALE IN THE COLLECTIV
					450.00	450.00	
DETAILS FOR ACCOUNT: 61.1892.52199.682.0900.0000.000.501. REFRESHMENTS/AWARDS/GIFTS							
25008485	001	500000	AMAZON.COM	05/14/25	500.00	148.52	SUPPLIES FOR 8TH GRADE CELEBRATIO
					500.00	148.52	
DETAILS FOR ACCOUNT: 61.1892.52199.682.0900.0000.000.740. REFRESHMENTS/AWARDS/GIFTS							
25008401	001	011160	GBW LLC - MCDONALDS	05/06/25	100.00	100.00	INCENTIVIES FOR BULLDOG OF THE MO
25008442	001	500001	AMAZON MARKETPLACE	05/09/25	125.00	125.00	PRIZES AND TREATS FOR SUPER KIDS
					225.00	225.00	
DETAILS FOR ACCOUNT: 61.1892.52410.619.0900.0000.000.153. GENERAL OFFICE SUPPLIES							
25008404	001	000015	STAPLES CONTRACT & COMMERCIAL	05/06/25	150.00	150.00	GENERAL OFFICE SUPPLIES
					150.00	150.00	

NORMAN PUBLIC SCHOOLS - LIVE

OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 04/29/2025 TO 06/02/2025 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 61.1892.52410.619.0900.0000.000.160. GENERAL OFFICE SUPPLIES							
25008490	001	000237	ACCO BRANDS CORPORATION	05/15/25	100.00	100.00	LAMINATING FILM ROLL
					100.00	100.00	
DETAILS FOR ACCOUNT: 61.1892.52410.682.0900.0000.000.130. REFRESHMENTS/AWARDS/GIFTS							
25008276	001	001225	WALMART STORES INC	04/29/25	300.00	300.00	TEACHER APPRECIATION WEEK MAY 5-9
25008373	001	000604	OKLAHOMA CITY BAKERY INC	05/05/25	140.00	140.00	SENIOR DAY BREAKFAST - BREAKFAST
					440.00	440.00	
DETAILS FOR ACCOUNT: 61.1901.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
25008396	001	500001	AMAZON MARKETPLACE	05/06/25	50.00	50.00	GRADUATION CORDS
					50.00	50.00	
DETAILS FOR ACCOUNT: 61.1904.52199.850.0500.3300.000.005. GAME CONTRACTS & GUARANTEES							
25008243	001	000663	NNHS GIRLS SOCCER BOOSTER CLU	04/29/25	67.00	67.00	CONCESSION PAYOUT TO BOOSTER
25008244	001	014921	LONGFELLOW MIDDLE SCHOOL ATHL	04/29/25	300.00	300.00	CONCESSION PAYOUT TO BOOSTER
					367.00	367.00	
DETAILS FOR ACCOUNT: 61.1904.52573.860.0000.0000.000.003. STAFF REGISTRATION & TUITION							
25008658	001	011239	OKLAHOMA INTERSCHOLASTIC ATHL	05/30/25	100.00	100.00	FOR T.D. O'HARA FOR THE AD CONFER
					100.00	100.00	
DETAILS FOR ACCOUNT: 61.1904.53200.670.0800.0000.000.005. CONCESSIONS							
25008286	001	005907	US FOODS	04/30/25	4,000.00	2,969.59	BLANKET FOR US FOODS- CONCESSIONS
25008287	001	001232	SAM'S EAST INC	04/30/25	7,000.00	7,000.00	BLANKET FOR CONCESSIONS
					11,000.00	9,969.59	
DETAILS FOR ACCOUNT: 61.1909.52199.683.0800.3330.000.005. EXTRA CURRICULAR SUPPLIES							
25008354	001	010511	INKLAHOMA SCREENPRINTING AND	05/02/25	1,989.60	21.60	CHEER BAGS FOR LMS CHEER
					1,989.60	21.60	
DETAILS FOR ACCOUNT: 61.1909.52530.550.0800.3330.000.005. PRINTING & BINDING							
25008659	001	000488	FASTSIGNS	05/30/25	2,950.00	2,950.00	RESTROOM SIGNS FOR NHS/NNHS
					2,950.00	2,950.00	
DETAILS FOR ACCOUNT: 61.1922.52199.811.0900.0000.000.140. MEMBERSHIPS							
25008288	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	04/30/25	620.00	620.00	KINDER ZOO FIELD TRIP
					620.00	620.00	
DETAILS FOR ACCOUNT: 61.1929.52573.682.0271.0000.000.050. REFRESHMENTS/AWARDS/GIFTS							
25008646	001	008986	GABERINOS HOMESTYLE ITALIAN R	05/29/25	1,700.00	1,700.00	THIS WILL BE PAID FOR BY TINKER F
					1,700.00	1,700.00	
TOTALS FOR FUND: 61 SCHOOL ACTIVITY FUND					136,631.73	123,194.79	
DETAILS FOR ACCOUNT: 86.0086.52720.439.0000.0000.000.096. VEH OP-OTH EQUIP & VEH SERV							
25008671	001	014170	COLLISION REPAIR CR8 OK LLC	05/30/25	4,047.78	4,047.78	BODY DAMAGE REPAIR ON VEHICLE #07
					4,047.78	4,047.78	
TOTALS FOR FUND: 86 INSURANCE RECOVERY					4,047.78	4,047.78	

NORMAN PUBLIC SCHOOLS - LIVE



OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 04/29/2025 TO 06/02/2025 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
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Grand Totals:					1,700,284.93	1,663,634.59	
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** END OF REPORT - Generated by Janine warren **

Purchase Order Overage Report

Purchase Order	Vendor	Amount of Original	Amount of Increase	Reason for Increase
25001899	Debra Norman	\$650.00	\$81.37	Cover mileage reimbursement for May 2025
25002396	Andrea Borum	\$750.00	\$350.00	Additional mileage to BOK
25007108	Melanie Markel	\$100.00	\$200.00	The amount needed to for the year was hard to esimate due to new CAL building.
25004053	Pete Franklin	\$600.00	\$400.00	The amount needed to for the year was hard to esimate due to new CAL building.
25000964	Sundance Office Supply	\$500.00	\$71.21	
25000495	Oklahoma Natural Gas	\$140,000.00	\$40,000.00	Distriect gas bill is higher than anticipated
25000478	Eide Bailly	\$62,500.00	\$40,000.00	addiitonal audit billing for year ended june 30, 2024
25008289	Oklahoma	\$800.00	\$145.00	quoted the wrong grade
25007280	Toby Rodriguez	\$2,500.00	\$400.00	Extra concrete was needed
25008424	CLP Frontier City LLC	\$2,253.54	\$3,132.69	Choir Teacher Mrs MCQueen purchased tickets online without discount
25007791	Skatemoore LLC	\$475.00	\$1,000.00	Miss keyed amount when entering Requisition

Norman Public Schools
Balance Sheet - General Fund (Unaudited)
April 30, 2025



	Current Actual	Prior Actual	Variance
Assets			
Pooled Cash and Investments	\$ 34,735,329	\$ 33,053,510	\$ 1,681,819
Property Tax Receivable	2,945,271	2,945,271	-
Other Receivables	535,278	145,849	389,429
Inventories - Supplies, Materials	177,111	154,827	22,284
Total Assets	\$ 38,392,989	\$ 36,299,457	\$ 2,093,532
Liabilities			
Accounts Payable	\$ 75,704	\$ 86,968	\$ (11,264)
Unearned Revenue			
Deferred Revenue - Taxes	3,212,668	2,967,474	245,194
Deferred Revenue - Other	6,285	-	6,285
Total Liabilities	3,294,657	3,054,442	240,215
Fund Balance			
Fund Balance	35,098,332	33,245,015	1,853,317
Total Liabilities and Fund Balance	\$ 38,392,989	\$ 36,299,457	\$ 2,093,532

Norman Public Schools
Statement of Revenues, Expenditures and Changes
in Fund Balance - General Fund (Unaudited)
Ten Months Ended April 30, 2025



	Year to Date Actual	Prior Year to Date Actual	Variance	2024-25 Budget
Revenues:				
Local				
Ad Valorem Taxes (Current)	\$ 48,192,543	\$ 45,472,678	\$ 2,719,865	\$ 48,745,693
Ad Valorem Taxes (Prior)	399,867	358,287	41,580	501,000
Other Taxes	225,295	199,742	25,553	184,002
Interest Earnings	659,531	681,942	(22,411)	750,332
Other Local	2,408,851	1,371,966	1,036,885	2,753,750
County 4 Mill Levy	4,534,316	4,242,617	291,699	4,426,000
County App.(Mortgage Tax)	467,066	414,113	52,953	600,000
Resale of Property	15,000	25	14,975	-
Total Local	56,902,469	52,741,370	4,161,099	57,960,777
State				
Gross Production Tax	34,916	34,878	38	50,000
Motor Vehicle Collections	5,241,925	5,168,886	73,039	6,711,594
Rural Electric	352,970	340,546	12,424	450,000
School Land Earnings	2,187,629	1,858,131	329,498	2,485,000
Vehicle Stamp Tax	27,733	25,289	2,444	27,000
State Aid-General Operations	57,646,152	57,047,009	599,143	69,768,088
State Aid-Competitive Grants	85,763	95,183	(9,420)	114,351
State-Categorical	1,837,438	1,447,684	389,754	1,772,958
Other State Revenue	184,076	2,341	181,735	87,834
State Vocational Programs	213,320	178,030	35,290	263,190
Total State	67,811,922	66,197,977	1,613,945	81,730,015
Federal				
Grants-In-Aid	180,359	298,636	(118,277)	534,571
Federal Disadvantaged and Disabilities	1,263,459	1,394,166	(130,707)	5,011,680
Individuals with Disabilities	1,362,897	2,524,428	(1,161,531)	4,030,332
Federal Minority	121,373	414,145	(292,772)	354,167
Federal Operations	175,209	116,275	58,934	170,206
Federal Other Funds	1,789,679	6,949,434	(5,159,755)	23,040,854
Federal Vocational Education	38,999	48,079	(9,080)	257,144
Total Federal	4,931,975	11,745,163	(6,813,188)	33,398,953
Total Revenues	\$ 129,646,366	\$ 130,684,510	\$ (1,038,144)	\$ 173,089,745
Expenditures:				
Salaries	\$ 68,738,451	\$ 66,082,840	\$ 2,655,611	\$ 98,211,245
Benefits	26,332,442	25,510,409	822,033	37,379,287
Contracted Services	5,819,225	4,354,257	1,464,968	7,563,342
Utilities and Custodial	725,456	4,748,849	(4,023,393)	-
Purchased Property Services	3,157,273	1,531,809	1,625,464	21,759,478
Other Purchased Services	315,109	238,723	76,386	1,027,695
Insurance	3,166	3,290,642	(3,287,476)	-
Supplies	4,794,236	4,267,724	526,512	10,117,534
Capital Outlay	115,338	48,478	66,860	381,091
Other	385,768	452,945	(67,177)	557,185
Total Expenditures	110,386,464	110,526,676	(140,212)	176,996,857
Transfers in(out)	(20,724)	-	(20,724)	2,099
Net Change in Fund Balance	19,239,178	20,157,834	(918,656)	(3,909,211)
Beginning Fund Balance	15,859,154	13,087,181	2,771,973	15,859,962
Ending Fund Balance	\$ 35,098,332	\$ 33,245,015	\$ 1,853,317	\$ 11,950,751

Norman Public Schools
Balance Sheet - Building Fund (Unaudited)
April 30, 2025



	Current Actual	Prior Actual	Variance
Assets			
Pooled Cash and Investments	\$ 7,670,962	\$ 10,048,443	\$ (2,377,481)
Property Tax Receivable	412,682	412,682	-
Other Receivables	-	763	(763)
Total Assets	\$ 8,083,644	\$ 10,461,888	\$ (2,378,244)
Liabilities			
Accounts Payable	\$ 5,292	\$ 3,452	\$ 1,840
Unearned Revenue			
Deferred Revenue - Taxes	447,318	412,297	35,021
Total Liabilities	452,610	415,749	36,861
Fund Balance			
Fund Balance	7,631,034	10,046,139	(2,415,105)
Total Liabilities and Fund Balance	\$ 8,083,644	\$ 10,461,888	\$ (2,378,244)

Norman Public Schools
Statement of Revenues, Expenditures and Changes
in Fund Balance - Building Fund (Unaudited)
Ten Months Ended April 30, 2025



	Year to Date Actual	Prior Year to Date Actual	Variance	2024-25 Budget
Revenues:				
Local				
Ad Valorem Taxes (Current)	\$ 6,877,422	\$ 6,490,635	\$ 386,787	\$ 6,956,356
Ad Valorem Taxes (Prior)	57,069	49,706	7,363	69,000
Other Taxes	246,668	348,569	(101,901)	25,343
Interest Earnings	-	-	-	348,017
Total Local	7,181,159	6,888,910	292,249	7,398,716
State				
State-Categorical	759,443	782,796	(23,353)	1,557,930
Total State	759,443	782,796	(23,353)	1,557,930
Total Revenues	\$ 7,940,602	\$ 7,671,706	\$ 268,896	\$ 8,956,647
Expenditures:				
Salaries	\$ 19,250	\$ 18,850	\$ 400	\$ 18,850
Benefits	5,276	5,574	(298)	5,574
Contracted Services	601,064	14,426	586,638	1,136,032
Utilities and Custodial	5,411,042	1,148,698	4,262,344	-
Purchased Property Services	405,879	804,350	(398,471)	5,453,641
Other Purchased Services	295,232	320,253	(25,021)	4,915,043
Insurance	3,715,690	-	3,715,690	-
Supplies	-	159,300	(159,300)	2,018,314
Capital Outlay	3,000	-	3,000	-
County Assessment Fees	578,090	463,626	114,464	463,626
Total Expenditures	11,034,523	2,935,077	8,099,446	14,011,080
Transfers in(out)	-	-	-	(1,150,000)
Net Change in Fund Balance	(3,093,921)	4,736,629	(7,830,550)	(3,904,433)
Beginning Fund Balance	10,724,955	5,309,510	5,415,445	10,724,955
Ending Fund Balance	\$ 7,631,034	\$ 10,046,139	\$ (2,415,105)	\$ 6,820,521

Norman Public Schools
Balance Sheet - Child Nutrition (Unaudited)
April 30, 2025



	Current Actual	Prior Actual	Variance
Assets			
Pooled Cash and Investments	\$ 2,220,108	\$ 2,738,807	\$ (518,699)
Other Receivables	472,613	322,662	149,951
Total Assets	\$ 2,692,721	\$ 3,061,469	\$ (368,748)
Liabilities			
Accounts Payable	\$ 60	\$ 115	\$ (55)
Deferred Revenue - Other	-	430,097	(430,097)
Total Liabilities	60	430,212	(430,152)
Fund Balance			
Fund Balance	2,692,661	2,631,257	61,404
Total Liabilities and Fund Balance	\$ 2,692,721	\$ 3,061,469	\$ (368,748)

**Norman Public Schools Statement of Revenues, Expenditures and
Changes in Fund Balance - Child Nutrition Fund (Unaudited)
Ten Months Ended April 30, 2025**



	Year to Date Actual	Prior Year to Date Actual	Variance	2024-25 Budget
Revenues:				
Local				
Interest Earnings	\$ 83,710	\$ 124,229	\$ (40,519)	\$ 125,000
Student Meals	968,912	1,087,831	(118,919)	1,761,910
Total Local	<u>1,052,622</u>	<u>1,212,060</u>	<u>(159,438)</u>	<u>1,886,910</u>
State				
State Aid-Matching	26,275	26,826	(551)	53,652
Total State	<u>26,275</u>	<u>26,826</u>	<u>(551)</u>	<u>53,652</u>
Federal				
Federal - Child Nutrition Programs	3,028,855	3,233,734	(204,879)	4,903,078
Total Federal	<u>3,028,855</u>	<u>3,233,734</u>	<u>(204,879)</u>	<u>4,903,078</u>
Total Revenues	<u>\$ 4,107,752</u>	<u>\$ 4,472,620</u>	<u>\$ (364,868)</u>	<u>\$ 6,843,640</u>
Expenditures:				
Salaries	\$ 12,490	\$ 11,850	\$ 640	\$ 14,219
Benefits	3,015	3,105	(90)	3,658
Contracted Services	-	325	(325)	325
Purchased Property Services	377,692	347,564	30,128	516,220
Other Purchased Services	3,376,032	3,477,129	(101,097)	4,893,586
Supplies	433,539	348,401	85,138	830,594
Capital Outlay	236,142	548,625	(312,483)	935,929
Other	350	-	350	460
Total Expenditures	<u>4,439,260</u>	<u>4,736,999</u>	<u>(297,739)</u>	<u>7,194,991</u>
Transfers in(out)	<u>-</u>	<u>87,183</u>	<u>(87,183)</u>	<u>(10,000)</u>
Net Change in Fund Balance	(331,508)	(177,196)	(154,312)	(361,351)
Beginning Fund Balance	<u>3,024,169</u>	<u>2,808,453</u>	<u>215,716</u>	<u>2,538,971</u>
Ending Fund Balance	<u>\$ 2,692,661</u>	<u>\$ 2,631,257</u>	<u>\$ 61,404</u>	<u>\$ 2,177,620</u>

Norman Public Schools
Balance Sheet - Bond Funds (Unaudited)
April 30, 2025



	Current Actual	Prior Actual	Variance
Assets			
Pooled Cash and Investments	\$ 58,041,377	\$ 73,568,304	\$ (15,526,927)
Total Assets	<u>\$ 58,041,377</u>	<u>\$ 73,568,304</u>	<u>\$ (15,526,927)</u>
Liabilities			
Accounts Payable	\$ 68,355	\$ 53,423	\$ 14,932
Total Liabilities	<u>68,355</u>	<u>53,423</u>	<u>14,932</u>
Fund Balance			
Fund Balance	<u>57,973,022</u>	<u>73,514,881</u>	<u>(15,541,859)</u>
Total Liabilities and Fund Balance	<u>\$ 58,041,377</u>	<u>\$ 73,568,304</u>	<u>\$ (15,526,927)</u>

Norman Public Schools
Statement of Revenues, Expenditures and Changes in
Fund Balance - Bond Funds (Unaudited)
Ten Months Ended April 30, 2025



	Year to Date Actual	Prior Year to Date Actual	Variance	2024-25 Budget
Revenues:				
Interest Earnings	831,631	1,047,472	(215,841)	-
Total Revenues	<u>\$ 831,631</u>	<u>\$ 1,047,472</u>	<u>\$ (215,841)</u>	<u>\$ -</u>
Expenditures:				
Contracted Services	\$ 310,568	\$ 279,515	\$ 31,053	\$ 50,978
Instruction	839,270	723,382	115,888	6,167,580
Other Purchased Services	161,191	101,318	59,873	-
Supplies	3,224,768	2,885,950	338,818	7,166,817
Capital Outlay	2,482,839	513,463	(1,969,376)	1,424,093
Other	158,520	-	(158,520)	5,889,079
Total Expenditures	<u>7,177,156</u>	<u>4,503,628</u>	<u>(1,582,264)</u>	<u>20,698,547</u>
Other Financing Sources (Uses)				
Proceeds of Bonds	43,620,000	63,140,000	(19,520,000)	-
Total Other Financing Sources (Uses)	<u>43,620,000</u>	<u>63,140,000</u>	<u>(19,520,000)</u>	<u>-</u>
Net Change in Fund Balance	37,274,475	59,683,844	(22,409,369)	(20,698,547)
Beginning Fund Balance	<u>20,698,547</u>	<u>13,831,037</u>	<u>6,867,510</u>	<u>20,698,547</u>
Ending Fund Balance	<u>\$ 57,973,022</u>	<u>\$ 73,514,881</u>	<u>\$ (15,541,859)</u>	<u>\$ -</u>

Norman Public Schools
Balance Sheet - Sinking Fund (Unaudited)
April 30, 2025



	Current Actual	Prior Actual	Variance
Assets			
Pooled Cash and Investments	\$ 38,383,743	\$ 27,737,899	\$ 10,645,844
Property Tax Receivable	3,046,056	3,046,056	-
Total Assets	<u>\$ 41,429,799</u>	<u>\$ 30,783,955</u>	<u>\$ 10,645,844</u>
 Liabilities			
Unearned Revenue			
Deferred Revenue - Taxes	<u>\$3,220,613</u>	<u>\$3,048,075</u>	<u>\$172,538</u>
Total Liabilities	<u>3,220,613</u>	<u>3,048,075</u>	<u>172,538</u>
 Fund Balance			
Fund Balance	<u>38,209,186</u>	<u>27,735,880</u>	<u>10,473,306</u>
Total Liabilities and Fund Balance	<u>\$ 41,429,799</u>	<u>\$ 30,783,955</u>	<u>\$ 10,645,844</u>

Norman Public Schools
Statement of Revenues, Expenditures and Changes
in Fund Balance - Sinking Fund (Unaudited)
Ten Months Ended April 30, 2025



	Year to Date Actual	Prior Year to Date Actual	Variance	2024-25 Budget
Revenues:				
Local				
Ad Valorem Taxes (Current)	\$ 35,112,023	\$ 32,711,090	\$ 2,400,933	\$ 34,461,516
Ad Valorem Taxes (Prior)	288,526	259,409	29,117	403,000
Other Taxes	93,252	84,303	8,949	84,339
Premium on Bonds Sold	1,223,197	1,885,889	(662,692)	-
Interest Earnings	1,235,198	1,374,886	(139,688)	1,200,025
Total Local	37,952,196	36,315,577	1,636,619	36,148,880
Total Revenues	<u>\$ 37,952,196</u>	<u>\$ 36,315,577</u>	<u>\$ 1,636,619</u>	<u>\$ 36,148,880</u>
Expenditures:				
Debt Service				
Interest	\$ 3,719,990	\$ 1,781,638	\$ 1,938,352	\$ 3,709,550
Principal	22,850,000	29,790,000	(6,940,000)	22,850,000
Total Expenditures	26,569,990	31,571,638	(5,001,648)	26,559,550
Transfers in(out)	-	-	-	1,200,000
Net Change in Fund Balance	11,382,206	4,743,939	6,638,267	8,389,330
Beginning Fund Balance	26,826,980	22,991,941	3,835,039	22,421,702
Ending Fund Balance	<u>\$ 38,209,186</u>	<u>\$ 27,735,880</u>	<u>\$ 10,473,306</u>	<u>\$ 30,811,032</u>

Norman Public Schools
Balance Sheet - Student Activity Fund (Unaudited)
April 30, 2025



	Current Actual	Prior Actual	Variance
Assets			
Pooled Cash and Investments	\$ 3,006,193	\$ 2,940,948	\$ 65,245
Other Receivables	203	2,200	(1,997)
Total Assets	<u>\$ 3,006,396</u>	<u>\$ 2,943,148</u>	<u>\$ 63,248</u>
Liabilities			
Accounts Payable	<u>\$ 11,293</u>	<u>\$ 8,527</u>	<u>\$ 2,766</u>
Total Liabilities	<u>11,293</u>	<u>8,527</u>	<u>2,766</u>
Fund Balance			
Fund Balance	<u>2,995,103</u>	<u>2,934,621</u>	<u>60,482</u>
Total Liabilities and Fund Balance	<u>\$ 3,006,396</u>	<u>\$ 2,943,148</u>	<u>\$ 63,248</u>

Norman Public Schools
Statement of Revenues, Expenditures and Changes
in Fund Balance - Student Activity Fund (Unaudited)
Ten Months Ended April 30, 2025



	Year to Date Actual	Prior Year to Date Actual	Variance	2024-25 Budget
Revenues:				
Local				
Contributions and Donations	\$ 189,623	\$ 352,229	\$ (162,606)	\$ -
Event Revenue	1,585,769	1,492,181	93,588	-
Merchandise Sales	625,361	456,552	168,809	-
Other Miscellaneous Revenue	455,247	534,709	(79,462)	-
Interest Earnings	109,191	124,040	(14,849)	-
Total Revenues	<u>\$ 2,965,191</u>	<u>\$ 2,959,711</u>	<u>\$ 5,480</u>	<u>\$ -</u>
Expenditures:				
Salaries	\$ 197,460	\$ 189,385	\$ 8,075	\$ -
Benefits	37,608	38,150	(542)	-
Contracted Services	181,468	206,881	(25,413)	66
Purchased Property Services	43,561	68,933	(25,372)	47,760
Other Purchased Services	367,622	233,610	134,012	
Supplies	1,140,787	1,105,281	35,506	1,408,820
Other	548,465	474,944	73,521	22,425
Capital Outlay	19,781	37,318	(17,537)	-
Total Expenditures	<u>2,536,752</u>	<u>2,354,502</u>	<u>182,250</u>	<u>1,479,071</u>
Transfers in(out)	<u>(476)</u>	<u>-</u>	<u>(476)</u>	<u>-</u>
Net Change in Fund Balance	427,963	605,209	(177,246)	(1,479,071)
Beginning Fund Balance	<u>2,567,140</u>	<u>2,329,412</u>	<u>237,728</u>	<u>2,567,140</u>
Ending Fund Balance	<u>\$ 2,995,103</u>	<u>\$ 2,934,621</u>	<u>\$ 60,482</u>	<u>\$ 1,088,069</u>

Norman Public Schools
Balance Sheet - Trust and Agency Funds (Unaudited)
April 30, 2025



	Current Actual	Prior Actual	Variance
Assets			
Pooled Cash and Investments	\$ 20,987,409	\$ 24,554,525	\$ (3,567,116)
Other Receivables	15,341	15,341	-
Total Assets	\$ 21,002,750	\$ 24,569,866	\$ (3,567,116)
Liabilities			
	\$ -	\$ 12,260.00	\$ (12,260.00)
Deferred Revenue - Other	15,341	15,341	-
Total Liabilities	15,341	27,601	(12,260)
Fund Balance			
Fund Balance	20,987,409	24,542,265	(3,554,856)
Total Liabilities and Fund Balance	\$ 21,002,750	\$ 24,569,866	\$ (3,567,116)

Norman Public Schools
Statement of Revenues, Expenditures and Changes
in Fund Balance - Trust and Agency Funds (Unaudited)
Ten Months Ended April 30, 2025



	Year to Date Actual	Prior Year to Date Actual	Variance	FY24-25 Budget
Revenues:				
Local				
Interest Earnings	821,536	911,258	(89,722)	-
Total Local	821,536	911,258	(89,722)	-
Other Revenues				
Other	91,449	19,332,207	(19,240,758)	5,000
Total Revenues	\$ 912,985	\$ 20,243,465	\$ (19,330,480)	\$ 5,000
Expenditures:				
Salaries	\$ 1,793	\$ -	\$ 1,793	\$ 17,381
Benefits	449	-	449	-
Contracted Services	1,656,907	1,624,954	31,953	-
Purchased Property Services	357,839	194,312	163,527	17,956,096
Supplies	16,912	603	16,309	284,348
Capital Outlay	63,849	214,982	(151,133)	3,737,403
Other	15,938	3,500	12,438	2,959
Total Expenditures	2,113,687	2,038,351	75,336	21,998,186
Transfers in(out)	-	(14,375)	14,375	-
Net Change in Fund Balance	(1,200,702)	18,190,739	(19,391,441)	(21,993,186)
Beginning Fund Balance	22,188,111	6,351,526	15,836,585	22,188,111
Ending Fund Balance	\$ 20,987,409	\$ 24,542,265	\$ (3,554,856)	\$ 194,925

2024-2025 INVESTMENT INFORMATION

JP MORGAN CHASE US GOV MONEY MARKET					
MONTH	BANK	ACCOUNT	BALANCE	INTEREST EARNED	INTEREST RATE
July	JP Morgan Chase	Money Market	94,634,039.66	458,677.52	5.29%
August	JP Morgan Chase	Money Market	93,057,189.62	423,149.96	5.26%
September	JP Morgan Chase	Money Market	85,434,704.32	377,514.70	4.88%
October	JP Morgan Chase	Money Market	79,280,172.14	345,467.82	4.82%
November	JP Morgan Chase	Money Market	79,280,172.14	345,467.82	4.82%
December	JP Morgan Chase	Money Market	84,877,003.06	298,977.91	4.46%
January	JP Morgan Chase	Money Market	148,865,076.16	488,073.10	4.35%
February	JP Morgan Chase	Money Market	122,348,163.94	483,087.78	4.32%
March	JP Morgan Chase	Money Market	119,790,986.71	442,822.77	4.30%
April	JP Morgan Chase	Money Market	119,790,986.71	442,822.77	4.30%
May	JP Morgan Chase	Money Market	128,862,176.22	533,449.78	4.24%
TYPE	BANK	PURCHASED	PAR	PRICE	YIELD

ATTACHMENT A				
Norman Public Schools Norman, Oklahoma Certified Personnel Report 6/9/2025				
RECOMMENDATIONS/ TEMPORARY EMPLOYMENT				
NAME	NEW/REPLACEMENT	ASSIGNMENT	SITE	EFFECTIVE DATE
JOHNSON, MARK	REPLACEMENT	P.E. TEACHER	LONGFELLOW MIDDLE SCHOOL	8/6/2025
JONES, PATRICIA	REPLACEMENT	MATH TEACHER	NORMAN HIGH SCHOOL	8/6/2025
LINTON, JODI	REPLACEMENT	FIFTH GRADE TEACHER	JEFFERSON ELEMENTARY	8/6/2025
MERKEY, MORGAN	REPLACEMENT	SOCIAL STUDIES TEACHER	WHITTIER MIDDLE SCHOOL	8/6/2025
MOORE, AMILY	REPLACEMENT	ENGLISH LANGUAGE ARTS TEACHER	ALCOTT MIDDLE SCHOOL	8/6/2025
NANCE, STARLYNN	NEW	CAREER/TECH ACAD INTEGRATION SPECIALIST	CURRICULUM CENTER	7/8/2025
NEWMAN, PAIGE	REPLACEMENT	SECOND GRADE TEACHER	MCKINLEY ELEMENTARY	8/6/2025
PEARSON, ANDREW	REPLACEMENT	ENGLISH LANGUAGE ARTS TEACHER	WHITTIER MIDDLE SCHOOL	8/6/2025
RIGGS, JULIA	REPLACEMENT	SPECIAL EDUCATION MATH TEACHER	NORMAN HIGH SCHOOL	8/6/2025
RECOMMENDATIONS/ TEMPORARY EMPLOYMENT				
NAME	NEW/REPLACEMENT	ASSIGNMENT	SITE	EFFECTIVE DATE
BACK, BRYAN	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	ALCOTT MIDDLE SCHOOL	8/6/2025
BRACAMONTE, CHRISTINA	TEMP TO REHIRE	SCIENCE TEACHER	LONGFELLOW MIDDLE SCHOOL	8/6/2025
GRAHAM LANGSTON, AMANDA	TEMP TO REHIRE	ORCHESTRA TEACHER	FINE ARTS	8/6/2025
KNIGHT, ROBIN	TEMP TO REHIRE	THIRD GRADE TEACHER	CLEVELAND ELEMENTARY	8/6/2025
MCCLURE, MATTHEW	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	WHITTIER MIDDLE SCHOOL	8/6/2025
PROCTOR, STACY	TEMP TO REHIRE	THIRD GRADE TEACHER	KENNEDY ELEMENTARY	8/6/2025
SIGNORELLI, ADISON	TEMP TO REHIRE	LANGUAGE ARTS TEACHER	IRVING MIDDLE SCHOOL	8/6/2025
SIMS, DEMARCUS	TEMP TO REHIRE	SCIENCE TEACHER	LONGFELLOW MIDDLE SCHOOL	8/6/2025
SMITH, HOPE	TEMP TO REHIRE	RESOURCE TEACHER	ROOSEVELT ELEMENTARY	8/6/2025
SMITH, RAIGEN	TEMP TO REHIRE	RESOURCE TEACHER	EISENHOWER ELEMENTARY	8/6/2025
NAME		ASSIGNMENT	SITE	EFFECTIVE DATE
ALVAREZ, NICOLAS	TEMP TO REGULAR	SOCIAL STUDIES TEACHER	ALCOTT MIDDLE SCHOOL	8/6/2025
BAILEY, DARON	TEMP TO REGULAR	RESOURCE TEACHER	JEFFERSON ELEMENTARY	8/6/2025
CHESLEY, DARON	TEMP TO REGULAR	SOCIAL STUDIES TEACHER	IRVING MIDDLE SCHOOL	8/6/2025
HAYES, JAYKOB	TEMP TO REGULAR	DD PRE K TEACHER	KENNEDY ELEMENTARY	8/6/2025
STROUD, GREGORY	TEMP TO REGULAR	SOCIAL STUDIES TEACHER	WHITTIER MIDDLE SCHOOL	8/6/2025
WILLIAMS, JENNIFER	TEMP TO REGULAR	SCIENCE TEACHER	WHITTIER MIDDLE SCHOOL	8/6/2025
RESIGNATIONS:				

<u>NAME</u>		<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
ANDERSON, KALLI		KINDERGARTEN TEACHER	ADAMS ELEMENTARY	5/27/2025
BRUENING, KRISTINA		ORCHESTRA TEACHER	ALCOTT MIDDLE SCHOOL	5/27/2025
ELLIS, GRACE		GEOGRAPHY TEACHER	WHITTIER MIDDLE SCHOOL	5/27/2025
GEE, KELSEY		FOURTH GRADE TEACHER	JACKSON ELEMENTARY	5/27/2025
JACKSON, ROBERT		SOCIAL STUDIES TEACHER	IRVING MIDDLE SCHOOL	5/27/2025
JOHNSON, KENDRA		SPEECH AND DRAMA TEACHER	IRVING MIDDLE SCHOOL	5/27/2025
MOUSE, ALEXANDRA		GRC TEACHER	MADISON ELEMENTARY	5/27/2025
MYERS, SEAN		IN-SCHOOL PLACEMENT TEACHER	NORMAN HIGH SCHOOL	5/27/2025
PETTIGREW, SHERRI		FOURTH GRADE TEACHER	ROOSEVELT ELEMENTARY	5/27/2025
SWAFFORD, JAMES		MATH TEACHER	WHITTIER MIDDLE SCHOOL	5/27/2025
TAYLOR, EMILY		ORCHESTRA TEACHER	FINE ARTS	5/27/2025
THOMPSON, KRISTA		KINDERGARTEN TEACHER	JACKSON ELEMENTARY	5/27/2025
WARNER, DOMINGA		FOURTH GRADE TEACHER	JACKSON ELEMENTARY	5/27/2025
WILLIAMS, KEITH		P.E. TEACHER	LONGFELLOW MIDDLE SCHOOL	5/27/2025
<u>RETIRING:</u>				
<u>NAME</u>		<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
HENDERSON, EUGENIA		LANGUAGE ARTS TEACHER	SPECIAL SERVICES	5/27/2025
Respectfully Submitted,				
Superintendent				

ATTACHMENT B				
Norman Public Schools Norman, Oklahoma Support Personnel Report 6/9/2025				
<u>ADJUNCT COACHES</u>				
<u>NAME</u>	<u>NEW/REPLACEMENT</u>	<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
FALLIN, MACY	REPLACEMENT	ASSISTANT JV POM COACH	NORMAN NORTH	8/1/2025
HARRIS, HUNTER	REPLACEMENT	HEAD COACH BOYS BASKETBALL	NORMAN NORTH	8/1/2025
LIVINGSTON, BLAIR	REPLACEMENT	ASSISTANT JV POM COACH	NORMAN NORTH	8/1/2025
<u>RECOMMENDATIONS/ TEMPORARY EMPLOYMENT</u>	<u>NEW/REPLACEMENT</u>	<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
<u>NAME</u>				
HARRINGTON, ALEXIS	REPLACEMENT	COLOR GUARD INSTRUCTOR	NORMAN NORTH HIGH SCHOOL	6/3/2025
HENRY, KELSEY	REPLACEMENT	OPERATIONS SECRETARY	CENTRAL SERVICES CENTER	5/29/2025
ROOSEVELT, JOSHUA	REPLACEMENT	LOCKSMITH/GLAZIER	CENTRAL SERVICES CENTER	6/16/2025
<u>RECOMMENDATIONS/ TEMPORARY EMPLOYMENT</u>	<u>NEW/REPLACEMENT</u>	<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
<u>NAME</u>				
SPEARS, REECE	TEMP TO REHIRE	RESOURCE TEACHER ASSISTANT	REAGAN ELEMENTARY	8/5/2025
<u>RECOMMENDATIONS/ REGULAR EMPLOYMENT</u>	<u>NEW/REPLACEMENT</u>	<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
<u>NAME</u>				
KING, SASHA	TEMP TO REGULAR	ATTENDANCE ADMINISTRATIVE ASSISTANT	LONGFELLOW MIDDLE	7/17/2025
<u>RESIGNATIONS:</u>				
<u>NAME</u>		<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
ALLEN, MADILYN		PRE KINDERGARTEN TEACHER ASSISTANT	ADAMS ELEMENTARY	5/23/2025
BRAY, LAURA		ADMINISTRATIVE ASSISTANT	CENTRAL SERVICE CENTER	5/30/2025
CAMPBELL, CALI		PRE KINDERGARTEN TEACHER ASSISTANT	ADAMS ELEMENTARY	5/23/2025
COOK, VALERIE		PRE KINDERGARTEN TEACHER ASSISTANT	LINCOLN ELEMENTARY	5/23/2025
DEFREEZE, DIONTA		RESOURCE TEACHER ASSISTANT	ALCOTT MIDDLE SCHOOL	5/23/2025
FINK, CHAD		RESOURCE TEACHER ASSISTANT	MADISON ELEMENTARY	5/6/2025
MILLER, MACAULEE		1:1 RESOURCE TEACHER ASSISTANT	KENNEDY ELEMENTARY	5/2/2025
PIDOCK, KATHREN		RESOURCE TEACHER ASSISTANT	EISENHOWER ELEMENTARY	5/23/2025
PRICE, TREVOR		RESOURCE TEACHER ASSISTANT	MONROE ELEMENTARY	5/1/2025
QUOETONE, MARTHA		RESOURCE TEACHER ASSISTANT	EISENHOWER ELEMENTARY	5/23/2025
ROBISON, RYLEE		HOURLY REGISTRAR	NORMAN NORTH HIGH SCHOOL	5/23/2025
RYAN-HOLMES, KARLA		RESOURCE TEACHER ASSISTANT	TRUMAN PRIMARY	5/23/2025

SCALES, RYAN		BEHAVIOR TECHNICIAN	LONGFELLOW MIDDLE SCHOOL	5/23/2025
STURGELL, HALLIE		RESOURCE TEACHER ASSISTANT	REAGAN ELEMENTARY	5/23/2025
WHYATT, JENNIFER		RESOURCE TEACHER ASSISTANT	JACKSON ELEMENTARY	5/23/2025
WILSON, MELINDA		RESOURCE TEACHER ASSISTANT	NORMAN NORTH HIGH SCHOOL	5/23/2025
Respectfully Submitted,				
Superintendent				
*Worked Prior to Board Approval				



**Regular Meeting of the Board of Education
Minutes for Monday, May 5, 2025**

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

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

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

II. Pledge of Allegiance

The Pledge of Allegiance was led by Abby Evetts, Khloe Hangar, King Trinidad-Parish, and Lars Vann from Wilson Elementary School.

III. Awards Presentations

Information Item

A. Oklahoma State Spelling Bee Champion - Annika Huang

Presented by Ethan Davis

B. Oklahoma Bar Association Law Day Contest - Gabriela Beck - 2nd Place in 11th Grade Writing

Presented by Hallie Wright

C. Fall and Winter Athletics Awards

Presented by T.D. O'Hara

Norman High School

JD Thumann - OSSAA State Champion Swim
Keeley Parks - OCA All State Girls Basketball
Claire Lancaster -OSSAA State Runner-up Girls Wrestling
Halyn Browning - OCA All State Girls Basketball

Norman North High School

Rhett Zimmerman - OCA All State Football
Cheer State Champions
Garrison Utley - OCA All State Football
Seleah Harmon - OCA All State-Girls Basketball
OSSAA State Academic Champions Football
Juliana Linares - All State Fast Pitch Softball
Pom - Dance Team Union National Champions and OSSAA State Runner-up
Pom (JV Green) - State Champions
Pom (JV Black) - Dance Team Union National Champions, OSSAA State Champions and State Runner-up

D. Fine Arts Awards

Presented by Dr. Evelyn Kwanza

American Choral Directors Association National Choir (ACDA)

Dax Dversdall
Milly Franks
Will King

Oklahoma Choral Directors Association Jr. High All-State Choir (OKCDA)

Joseph Beverly	Zane Harris	Marilyn Montgomery
Sarah Boyer	Jayde (Kai) Hawkins	Molly Morris
Carson Brooks	Jamie Jarvis	Charlie Philips
Kinsley Crow	Lila Mallette	Amelia Robinson
Lydia Davis	Emerson Merrick	Remy Trinh
Davinci Figueroa	Tripp Merrick	Brynnleigh Wright
Chloe Harris		

OkMEA Children's All-State Choir

Anniston Bauer	Ella Ishii	Charlotte Skaggs
Ilisha Chawla	Logan Morris	Adali Spray
Alida Hayman	Avery Pace	

IV. Public Communications

Adrienne Hall, PEN President, spoke about the Oklahoma Teacher Empowerment Program and Teacher Appreciation Week.

V. Disposition of Routine Business by Consent Action

Action Item

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

A. Purchase Orders (Encumbrances and/or bills to be paid for fiscal year 2024-2025)

Consent ItemPurchase Orders #25007659 - #25008239
General Fund - \$247,570.81
Building Fund - \$0
Child Nutrition Fund - \$72,898.68
Bond Funds - \$31,317,989.24
Sinking Funds - \$0
Trust Funds - \$56.00
School Activity Fund - \$268,342.21
Lease Revenue - \$0

B. Purchase Requests

Consent Item

1. Two 2025 Ford Transits with Lift Gate for district wide use from Joe Cooper Ford in the amount of \$109,064.00.
2. Installation of 3M Scotchshield Ultra S800 Window Security Film for Adams Elementary, Cleveland Elementary, Jefferson Elementary, Kennedy Elementary, Lincoln Elementary, Madison Elementary, McKinley Elementary, Alcott Middle School, Irving Middle School, Whittier Middle School, Norman High, Norman North, Dimensions, Administrative Services Center, and Instructional Services Center from Blink Marketing Inc in the amount of \$113,902.88.

C. Purchase Orders Overages Report

Consent Item

D. Treasurer's Report

Consent Item

E. Investment Report (presented for information only)

Consent Item

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

Consent Item

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

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

Consent Item

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

H. Board of Education Minutes of the Regular Meeting on April 14, 2025 and the Special Meeting on May 1, 2025

Consent Item

I. Agreements, Contracts and Renewals for Fiscal Year 2025-2026

Consent Item

1. OPERATIONAL SERVICES (Justin Milner)

Facilities Management

- a. Technical Environmental Consulting and Analysis, Inc. (TEC-AN, Inc.) for an Asbestos Operations and Maintenance Program
- b. FacilityONE Service Agreement for managing and monitoring work orders and preventive maintenance
- c. VelocityEHS MSDSonline Subscription Agreement for environmental, health and safety hazard risk assessment services
- d. Logan Monks dba Monks Landscaping Management, LLC Service Agreement
- e. Allstate Termite and Pest Solutions Agreement for Pest Management Services

Operations

- a. Walker Stamp and Seal dba Walker Companies Service Agreement relating to graphic design and signage
- b. Norman Regional Hospital Authority Health Services Agreement
- c. Braintree Educational Services, LLC Agreement for Personalized Educational Programs
- d. Facilitron, Inc. Online Facilities Rental Storefront Agreement

Transportation

- a. CI Solutions Services Agreement for ID Card System Hardware, Service and Data Storage
- b. Clean Uniform Company Service Agreement for miscellaneous goods for transportation services department
- c. Syntech Systems, Inc. FUELMaster® Fuel Management System Limited Maintenance Agreement

Warehouse

- a. Xerox Contract for Large Print Production Printers and Print Services
- b. FP Mailing Solutions/RK Black, Inc. Equipment Lease Agreement for Mailing Processor
- c. FP Mailing Solutions, Inc. Supplemental Agreement to the Master Agreement for Additional Mailing Processor Equipment and Supplies

2. STUDENT SERVICES (Dr. Stephanie Williams)

- a. University of Oklahoma Facility Rental Agreement of the Lloyd Noble Center for the 2025 Graduation Ceremonies of Norman North High School and Norman High School

3. BUSINESS SERVICES (Tyler Jones CPA)

- a. Mary E. Johnson and Associates, PLLC, Engagement Letter for Accounting Services for the 2025-2026 school year
- b. Eide Bailly Engagement Letter for Auditing Services for the 2024-2025 school year and related services for the 2025-2026 school year
- c. Pel Industries, Inc. Consent Form for Sale of Product at Local Retailers
- d. True Sky Credit Union Agreement for an Affinity Card Program (Visa® Check Card) and Use of School Symbol and Logo
- e. Oklahoma Educators Credit Union Agreement for an Affinity Card Program (Visa® Check Card) and Use of School Symbol and Logo

4. ALTERNATIVE EDUCATION (Paul Tryggestad)

- a. Crossroads Youth and Family Services, Inc. and Junior League of Norman, Inc. Educational Services Agreement at Baby Steps

5. INFORMATION SERVICES (Courtney Scott)

- a. SchoolStatus, LLC Instructional Data Analysis Software Service Agreement with the first term beginning May 12, 2025 and ending on June 30, 2026

J. Terra Construction LLC 2025 Door and Hardware Replacement Agreement for the Center for Arts and Learning
Consent Item

K. BAND Standard Student Data Privacy Agreement to provide a communication tool for use by students traveling to Japan in June 2025
Consent Item

VI. Additional Agenda Items

A. Renovations and Additions Schematic Design Phase Update (2023 Bond Issue) for Kennedy Elementary
Presented by Justin Milner & Kenna Daniel, CWA Group
Information Item

B. Whittier Middle School Solar Project Agreement
Presented by Justin Milner and Tony Capucille, Brightwell
Action Item

Motion to approve the Brightwell Solar Energy Management Service Agreement for Whittier Middle School. This motion, made by Alex Ruggiers and seconded by Annette Price, Passed. Dawn Brockman: Yea, Tori Collier: Yea, Dirk O'Hara: Yea, Annette Price: Yea, Alex Ruggiers: Yea

C. Review of the Annual Graduation Cohort Report
Presented by Jennifer Beer
Information Item

D. The Oklahoma Teacher Empowerment Program (OTEP)
Presented by Holly McKinney and Sarah Seymore
Action Item

Motion to approve Norman Public Schools participation in and application for the Oklahoma Teacher Empowerment Program. This motion, made by Alex Ruggiers and seconded by Annette Price, Failed. Dawn Brockman: Nay, Tori Collier: Nay, Dirk O'Hara: Nay, Annette Price: Nay, Alex Ruggiers: Nay

VII. New Business: New business refers to any matter not known about or which could not have been reasonably foreseen prior to the time of posting of the agenda. Okla. Stat. tit. 25 § 311(A)(10).
There was no new business presented at this meeting.

VIII. Administrative Staff Reports

Dr. Nick Migliorino spoke on the following topics:

- Thanked the Wilson Elementary School students for leading the pledge of allegiance.
- Strategic Planning Retreat
- Principal Appreciation Day, Teacher Appreciation Week, School Nurse Appreciation Day, New Teacher Seaside Social Shellebration and Earth Day 2025
- Brenda Wagner, orchestra director at NNHS, awarded the Oklahoma Award for Excellence in Art Education.
- NPS Baby Steps Graduation
- All-City Art Show
- Emily Cohlma and Twyla Hart named Oklahoma State Finalists for the Presidential Award for Excellence in Mathematics and Science Teaching (PAEMST)
- Norman North High School is the two-peat winner of the Energy Cup
- SEEDOK 529 Scholarship
- Upcoming Events
- Summer STEAM Camp
- 4 days left in the 2024-2025 school year

IX. Board of Education Reports

- Dawn Brockman expressed appreciation to those who contribute to the success of the Spanish Language Academy
- Annette Price highlighted Teacher Appreciation Week and acknowledged NPS graduates for their achievements.
- Alex Ruggiers praised the Baby Steps Program and its graduates, spoke about the Strategic Planning Retreat, and Teacher Appreciation Week.
- Dirk O'Hara celebrated the Baby Steps Program, discussed the Strategic Planning Retreat, and acknowledged the employees retiring this year.

X. Adjournment

8:34 PM Motion to adjourn. This motion, made by Alex Ruggiers and seconded by Annette Price, Passed. Dawn Brockman: Yea, Tori Collier: Yea, Dirk O'Hara: Yea, Annette Price: Yea, Alex Ruggiers: Yea

Dirk O'Hara, Board of Education President

Cathy Sasser, Board Clerk

(Seal)



Special Meeting of the Board of Education Minutes for Monday, May 19, 2025

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

I. Call to Order and Establish a Quorum

Attendance Taken at 4:00 PM. Present: Dawn Brockman, Tori Collier, Dirk O'Hara, Alex Ruggiers, **Absent:** Annette Price.

II. Pledge of Allegiance

The pledge of Allegiance was led by President Dirk O'Hara.

III. Vote to go into executive session to discuss candidates for the following positions, after which the Board will return to open session to vote concerning appointments to these positions. Pursuant to executive session authority: 25 O.S. Section 307(B)(1) and (B)(7)

Action Item

1. Assistant Principal Intern at Irving Middle School
2. Principal at Lakeview Elementary School

4:02 PM Motion to go into executive session pursuant to Oklahoma Statutes Title 25 Section 307(B)(1) and (B)(7) to discuss candidates for the positions of Assistant Principal Intern at Irving Middle School and Principal at Lakeview Elementary School. This motion, made by Alex Ruggiers and seconded by Dawn Brockman, Passed.

Dawn Brockman: Yea, Tori Collier: Yea, Dirk O'Hara: Yea, Alex Ruggiers: Yea

IV. Vote to Return to Open Session

Action Item

4:30 PM Motion to return to open session. This motion, made by Alex Ruggiers and seconded by Dawn Brockman, Passed.

Dawn Brockman: Yea, Tori Collier: Yea, Dirk O'Hara: Yea, Alex Ruggiers: Yea

V. Statement of the Executive Session Minutes

Information Item

President Dirk O'Hara stated that the Board convened in executive session pursuant to executive session authority: 25 OKLA. STAT. Section 307(B)(1) and (B)(7) to discuss candidates for the positions of Assistant Principal Intern at Irving Middle School and Principal at Lakeview Elementary School. The Board was joined in executive session by Superintendent Dr. Nick Migliorino, Associate Superintendent Holly Nevels and Executive Director Dr. Stephanie Williams. No other matters were discussed, and no votes were taken while in this closed session. This concludes the minutes of the executive session.

VI. Vote regarding the employment, hiring, appointment and naming of individuals for the following positions:

Action Item

1. Assistant Principal at Irving Middle School
2. Principal at Lakeview Elementary School

Motion to appoint Christel-Wallace to the position of Assistant Principal Intern at Irving Middle School. This motion, made by Alex Ruggiers and seconded by Dawn Brockman, Passed.

Dawn Brockman: Yea, Tori Collier: Yea, Dirk O'Hara: Yea, Alex Ruggiers: Yea

Motion to appoint Yasmin Hoover to the position of Principal at Lakeview Elementary School. This motion, made by Alex Ruggiers and seconded by Dawn Brockman, Passed.

Dawn Brockman: Yea, Tori Collier: Yea, Dirk O'Hara: Yea, Alex Ruggiers: Yea

VII. Adjournment

Action Item

4:32 PM Motion to adjourn. This motion, made by Alex Ruggiers and seconded by Dawn Brockman, Passed.

Dawn Brockman: Yea, Tori Collier: Yea, Dirk O'Hara: Yea, Alex Ruggiers: Yea

Dirk O'Hara, Board of Education President

Cathy Sasser, Board Clerk

(Seal)



CCOSA

The Cooperative Council for
Oklahoma School Administration

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

CCOSA's District Level Services (DLS) Program **(Agreement 2025-2026)**

This letter sets out the Agreement between the Cooperative Council for Oklahoma School Administration (CCOSA) and Norman Public School School District No. 29 of Cleveland County,

Oklahoma (District) concerning the District's participation in **CCOSA's District Level Services Program** (Program) for the fiscal year ending June 30, 2026.

For participating Oklahoma cooperatives, interlocals, and technology centers, the cost of participation will be determined based upon the total 2023-24 ADM for your district.

P.O. CALCULATION GRID

County Name: Cleveland

County Number: 14

District Name: Norman Public Schools

District Number: 29

P.O. CALCULATION GRID

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

ADM (2023-24)	TOTAL COST
	\$3000

Purchase Order Number: _____

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



CCOSA

The Cooperative Council for
Oklahoma School Administration

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

Purchase Order Amount: _____

Superintendent Certification of Participation

I certify that on the 9th day of June 2025, the Board of Education of Norman Public Schools voted to allow our school district to participate in the CCOSA District Level Services Program. The Norman Board of Education has encumbered \$3000 for the purpose of participating in the CCOSA District Level Services Program. The Board of Education acknowledges that participation in the Program will result in the provision of advisory services to designated administrators with Norman Public Schools.

Signature of Superintendent

Date

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

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

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

The term of this Agreement begins on the date it is approved by the District's Board of Education and ends on June 30, 2026. Either the District or CCOSA may terminate this Agreement upon notice in writing to the other party. However, a delay in contract approval could result in your district missing valued services and workshops!



CCOSA

The Cooperative Council for
Oklahoma School Administration

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

CCOSA's District Level Services (DLS) Program

Designated Administrator Contact Form 2025-2026

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

Designated Administrators

(based upon each district's size in ADM for the 2023-24 school year)

<u>ADM</u>	<u># of eligible administrators</u>
10,000 +	3
1 to 9,999	2

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

*only if ADM exceeds 10,000

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

ROSENSTEIN, FIST & RINGOLD

ATTORNEYS AT LAW

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A.F. RINGOLD (1931-2021)
BRYAN K. DRUMMOND (1967-2024)

OF COUNSEL

LINDSEY E. ALBERS
RHIANNON K. THORESON

May 7, 2025

VIA ELECTRONIC MAIL

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

Re: RFR Engagement Letter 2025-2026

Dear Dr. Migliorino:

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

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

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

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

Dr. Nicholas Migliorino, Superintendent
Norman School District
May 7, 2025
Page 2

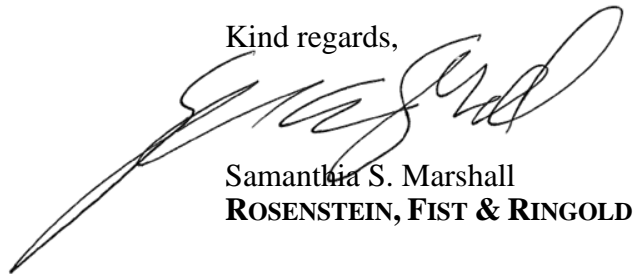
On or about the 15th of each month, the District will receive an invoice for services rendered the previous month along with a statement of cash advanced. If you have any questions regarding any invoice which you receive, please call it to my attention immediately.

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

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

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

Kind regards,



Samantha S. Marshall
ROSENSTEIN, FIST & RINGOLD

SSM/cnw

Enclosures: 2025 RFR Rate Sheet

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

Entered into by the District this ____ day of _____, 2025.

President, Board of Education

Clerk



ROSENSTEIN FIST & RINGOLD

**Governmental
2025 Billing Rates
Effective January 1, 2025**

Years of Practice as Attorney:

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

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



ROSENSTEIN FIST & RINGOLD

Schedule of Reimbursed Expenses

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

AGREEMENT- NORMAN PUBLIC SCHOOL FOUNDATION

This agreement made and entered into this 9 day of June 2025, by and between Independent School District #29 of Cleveland County, Oklahoma (Norman Public Schools) referred to as "District" and Norman Public School Foundation, a non-profit corporation hereinafter referred to as " Foundation."

Recitations

1. The District is the owner of a certain administrative services building located at 131 South Flood, Norman, Oklahoma.
2. The Foundation desires to have office space located in the Administrative Services Center, located at 131 South Flood, Norman, Oklahoma, upon terms and conditions hereinafter provided.

NOW, THEREFORE, the parties agree to the following terms and conditions, to-wit:

1. The District hereby agrees to provide to the Foundation office space consisting of approximately 220 square feet, including associated utilities, for the purpose of providing an office for the employees of the Foundation.
2. The District reserves the right to designate the location of the office space situated in the Administrative Services Center.
3. The District reserves the right to change the location of the office space based upon the needs of the District.
4. The District agrees to provide desks, chairs, office telephones, and access to the District's copy machine for the Foundation's employees. The Foundation may also purchase its own equipment and install the same within its office space.
5. The Foundation agrees to pay to the District \$10 per square foot, for an annual charge of \$2,200 for use of office space, office telephones, and access to the District's copy machine.
6. The office space shall only be available and used during the time that the Administrative Services Center is open for school purposes.
7. This agreement shall commence on June, 9, 2025, and continue through December 31, 2025, at which time it may be renewed by mutual consent and ratification of the parties.

INDEPENDENT SCHOOL DISTRICT #29 OF CLEVELAND
COUNTY

By: _____
President

ATTEST:

NORMAN PUBLIC SCHOOL FOUNDATION
A non-profit corporation

By: 
PRESIDENT



**FIRM/CLIENT ENGAGEMENT AND
REPRESENTATION AGREEMENT**

Date: June 1, 2025

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

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

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

Dr. Nick Migliorino, Superintendent
Justin Milner, Associate Superintendent and Chief Operating Officer
Holly S. Nevels, Associate Superintendent and Chief Human Resource Officer
Tyler Jones, Chief Financial Officer
Karen L. Long, General Counsel

Client's primary postage mailing address and street address:

131 South Flood Avenue, Norman, OK 73069

Client's text and mobile phone numbers:

405-364-1339

405-779-6652 (Dr. Nick)

405-613-9470 (Justin)

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

Client email addresses:

nickm@norman.k12.ok.us

jmilner@norman.k12.ok.us

klong3@normanps.org

May we email confidential legal correspondence to this address(s)?

Yes X No ____

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

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

General Representation

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

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

Sean Paul Rieger:	\$295/hour	25-year atty	(2000)
Keith Barrett:	\$240/hour	15-year atty	(2010)
Daniel Sadler:	\$205/hour	13-year atty	(2012)
Gunner Joyce:	\$190/hour	7-year atty	(2018)
Salley Griffin:	\$185/hour	6-year atty	(2019)
Libby Smith:	\$170/hour	3-year atty	(2022)
Ben LaCourse:	\$165/hour	2-year atty	(2023)
Matthew Welborn:	\$165/hour	2-year atty	(2023)

For legal clerks, the hourly rate is \$115 per hour, each billed to the tenth of an hour increments. Currently, the hourly rate set by the Firm for the Firm's office support staff services is \$115 per hour, billed to the tenth of an hour increments. Unlike most law firms, we rarely charge for paralegal or legal assistant staff time, and rarely charge for consumables of copies and such. Instead, additionally, each amount of labor invoiced will have a flat labor/administrative/consumable fee of four percent (4%) added to it, which will help to offset expenses incurred in your matters, such as legal assistant time, copying, printing, Westlaw research, etc. At times, the Firm reserves the right to employ and/or contract additional attorneys, law clerks, support staff, or contract support when necessary to effectively represent your interest. Such person's time will be billed at the respective same rates. The Firm's minimum billing time for any one file/matter/case/transaction is one full hour. The Firm's minimum billing time entry for any one action will be at least two-tenths of one hour (12 minutes); therefore, every phone call, email, fax, text, meeting, letter, etc., may be charged for at least two-tenths of one hour each. We appreciate the contact we have with our clients, and we do not seek to discourage that. However, please understand that every contact redirects the attorney or staff member's attention and focus to your matter and thus must be billed accordingly. The Firm reserves the right to adjust the hourly rates and fees upward at any time, such as but not limited to, annually. **However, any changes to the hourly rates shall be sent to the NPS administration and Board for approval before charges are incurred at the increased rates.** You understand that in no way does the Firm estimate or convey to you what the total amount of fees will be for handling your matter, as it is impossible to speculate as to what amount of time will be needed to handle your issues. The Firm retains the flexibility and sole right to assign which attorneys and staff members they wish to handle the matter.

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

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

4. *Interest.* Any amounts not received by the Firm within thirty (30) days after your receipt of our statement will accrue interest at the rate of at least twelve percent (12%) per annum, or the maximum legally allowed interest rate, whichever is lesser, calculated to the day based on a 365-day year. You agree to pay all such interest, and the Firm shall have the right to collect such interest even if the Firm has accepted payments that do not include such interest.

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

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

7. *Continuing Agreement; Declination of Representation; Termination.* This Agreement shall be deemed to be a continuing agreement in that if at any time the Firm advises or represents you in connection with any matters other than those set forth above, said representation in connection with such other matters shall be upon the same terms, conditions, provisions, and fee agreements as those expressed herein, unless a separate arrangement is made in writing with respect thereto. You consent to allow the Firm to consult, or associate with, another attorney and/or law firm regarding your legal problem/case. **However, any such consultation or association with any other attorney or law firm shall require prior notice and approval of the Superintendent and/or Board President, and any such notice shall include the name of the attorney and/or firm, the purpose of the consultation, and if NPS will incur charges of the other attorney or firm.** Either party may terminate the Firm's services and representation under this Agreement at any time, upon written notice to the other party sent to the other party at its last known address (may be sent via email, text, fax, or letter). A

few non-exhaustive examples of when this representation agreement may be immediately terminated by the Firm include instances such as, but not limited to:

- a) Failure on your part to remain current with the payment of all fees and expense owed (current within 30 days of the date payment is due);
- b) Failure on your part to provide payment of an additional billing advance upon request of the Firm when the Firm deems it reasonably necessary;
- c) The Firm becoming aware of any potential conflict of interest that our representation of you results in;
- d) A failure on your part to provide timely and accurate information to the Firm as requested by the Firm and as needed in your representation;
- e) The Firm becoming aware that you have been dishonest in representing any relevant fact to the Firm;
- f) The attorney-client relationship between us deteriorating to a point that renders our working together uncomfortable and unproductive.
- g) The client persists in a course of action involving the lawyer's services that the lawyer reasonably believes is criminal or fraudulent;
- h) The client has used the lawyer's services to perpetrate a crime or fraud;
- i) The client insists upon taking action that the lawyer considers repugnant or with which the lawyer has a fundamental disagreement;
- j) The client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled;
- k) The representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by the client; and/or
- l) Other good cause for withdrawal exists.

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

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

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

CONTINGENCY BASIS AND THAT YOUR OBLIGATION TO PAY US LEGAL FEES DOES **NOT** CHANGE WHETHER WE WIN OR LOSE OR WHETHER WE ACHIEVE THE RESULT YOU DESIRED. Additionally, as it concerns civil litigation, you understand and acknowledge that:

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

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

11. *Liability for Fees; Disputes Regarding Agreement or Fees.* You will be expected to pay our fees and expenses timely even if the third party delays, fails or refuses to pay. Likewise, if you have set a limit on the amount of fees and expenses the third party will have to bear, the Firm is not bound by that limit unless the Firm so agrees in writing.

12. *Miscellaneous.* This Agreement supersedes all prior agreements between the Firm and you relating to the matters covered by this Agreement. This Agreement contains the entire agreement between you and the Firm. This Agreement shall be binding upon and shall benefit the parties hereto and their respective heirs, executors, administrators, representatives, successors, and permitted assigns. This Agreement may only be modified by a written agreement signed by you and the Firm. You consent and agree to the Firm listing you as a client on marketing material of the Firm, such as but not limited to marketing fliers, website, and social media. You agree and consent to the Firm using third party shredding companies to discard and destroy documents related to your matters that are no longer needed. YOU UNDERSTAND THAT YOU HAVE THE

OPPORTUNITY TO ENGAGE US OR ANY OTHER ATTORNEY(S) ELSEWHERE OF YOUR CHOOSING, OR NO ATTORNEY(S) AT ALL, AND THAT WE WOULD **NOT** HAVE AGREED TO REPRESENT YOU UNDER ANY TERMS DIFFERENT THAN HEREIN.

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

RIEGER SADLER JOYCE LLC
136 Thompson Drive
Norman, OK 73069-5245
405.310.5274 Phone
sp@riegerllc.com email address

Agreed by:



Sean Paul Rieger, Manager
Attorney at Law

Date:

June 1 2025

ACCEPTANCE OF TERMS

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

Authorized client signature:

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

_____ Date: _____, 2025

Printed Name: _____



PROJECT PROPOSAL

FOR NORMAN PUBLIC SCHOOLS

 TRIUMPH TEAM

Submitted by Rennie Cook, May 19th, 2025

Content

ENGAGEMENT	01
SCOPE OF DISCUSSIONS	02
BENEFITS	03
INVESTMENT SUMMARY	04
SERVICE AGREEMENT	05



Dr. Migliorino,

It has been a pleasure collaborating with your team. I am excited to continue our work together during the 2025-2026 Norman Public Schools academic year. This proposal outlines our understanding of how to best move our strategic consulting relationship forward. Please let me know if you have any questions or concerns you would like to discuss further.

ENGAGEMENT

The Triumph Team LLC will provide strategic consulting and services to the Norman Public School District. The engagement will run from July 1st, 2025, to June 30th, 2026. The engagement will include the following:

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

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



SCOPE OF DISCUSSIONS

Per our historical practice, you are comfortable with The Triumph Team having conversations about the school system's operations, the work and team dynamics with your current employees, and the opportunities and barriers to advance the district's success. Suppose consulting/coaching conversations discuss other aspects of a person's life (e.g., marriage, parenting, health, wellness). In that case, they understand that, beyond a certain level of inquiry, these domains are outside the expertise of The Triumph Team. The Triumph Team does not offer counseling services, nor does it have expertise in them.

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



BENEFITS

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

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

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

Benefits for the organization are likely to include:

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

INVESTMENT SUMMARY

The investment for this engagement is \$75,500 for the 2025-2026 academic year. The investment breakdown is as follows:

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

Termination:

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

SERVICE AGREEMENT

You agree to the following:

1. The engagement is important to you. Your staff is committed to achieving the goals outlined above.
2. You and your staff will attend all sessions on time.
3. All schedule changes must be communicated with at least 72 hours' notice. Rescheduled sessions will be set at a mutually beneficial time.
4. During sessions, the team members will be present without limited external distractions (cell phones, other people, emailing, etc.).
5. The team will complete any assignments they agree to do on time.
6. The team will be open and honest during the sessions, advising the Triumph Team about how to get more value from this engagement.
7. You understand that Triumph Team relies on referrals to build its business. Therefore, if you are pleased with this engagement, you agree to serve as a reference and/or have at least one meeting outside our regular meetings to discuss possible introductions to people you know might also find value in our services.

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

Rennie Cook
Managing Partner
The Triumph Team, LLC

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

Client Name and Signature

Triumph Team LLC Representative Name and Signature

NEXT STEPS:

- Please review this proposal document and send any feedback or adjustments as soon as possible so we can ensure we meet your needs. Changes can be sent via email (listed below).
- Once everything in this proposal is confirmed, please sign the service agreement on the previous page.

Thank you for engaging with us. We would love to continue to help develop your team's excellence!



Contact Information:

Rennie Cook

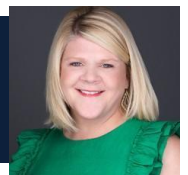
rennie@triumph-team.com

405-823-2178

Kristen Partridge

kristen@triumph-team.com

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www.triumph-team.com



2405 Wilcox Drive, Norman, OK 73069





TECH-NOW MEMBERSHIP SITE AGREEMENT

Revised 2025 04 14
School Year 2025-2026

This is an agreement between Independent School District No. 29 of Cleveland County, Oklahoma (NPS) District and Tech-Now, Inc. to establish and support a Tech-Now program. The following is an outline of the roles and responsibilities of each party. The membership fee to Tech-Now, Inc. is based on district size and is a requirement for program membership.

School District Responsibilities:

1. If you received a Perkins Supplemental Grant, your school district understands that the equipment provided through the Perkins Supplemental Grant is for use in the Tech-Now program.
2. If you are using Tech-Now equipment, your school district understands that the equipment provided to the school for use in the Tech-Now program is the property of Tech-Now, Inc. and will be removed should the school decide not to continue providing the Tech-Now program, or there is no student interest in the program. You will replace broken and/or stolen equipment as you are invoiced.
3. If you are using district equipment, your district is responsible for all technology related services.
4. Your school district will select a site instructor to provide the Tech-Now program to students with disabilities as an in-school program. The site instructor will be compensated by your school district.
5. Your school district will provide transportation and allow the students to participate in the annual state competition held in an Oklahoma City area High School in conjunction with the Tech-Now program.
6. Your school district will award each student that participates in the Tech-Now in school program a technology or an elective credit for the class. The in-school program consists of:
 - a) Daily Classes
 - b) One Tech-Now State Competition @ approximately 6 hours.
7. Your school district will keep records on participating students as required by the program and will provide the data to Tech-Now Inc.
8. Your school district will work with the Tech-Now staff to connect participating students with Oklahoma Department of Rehabilitation Services (DRS) as part of the contract between Tech-Now Inc. and DRS.



TECH-NOW MEMBERSHIP SITE AGREEMENT

Revised 2025 04 14
School Year 2025-2026

Tech-Now Inc. Responsibilities:

1. Tech-Now, Inc. will provide the following equipment:

a) Ten computers that are configured to meet the requirements of the Tech-Now program including software, related technologies, and consumables that are not covered through other funding sources. **These systems are configured, networked, and require no maintenance from the district technology department. The school district is not permitted to make any changes or additions to the hardware and/or software.**

a) Use of one digital still Camera.

b) Use of one Tripod.

c) Use of one Camera bag.

d) Use of one Printer

e) Use of Software Licenses

f) Use of Tech-Now Inc. computers

g) Annual State Competition expenses not covered through the DRS contract

Through our contract with DRS, Tech-Now Inc. will provide:

a) 2 Fall professional development trainings, one in the Oklahoma City area the second in the Tulsa area

b) 2 Winter professional development trainings, one in the Oklahoma City area the second in the Tulsa area

c) Technical assistance from the Tech-Now staff via Zoom, email, telephone, texting, and limited on-site support

d) Annual State Competition

If you need more than 10 student computers, there will be an additional cost of \$500.00 per extra computer, per year.

The program membership fee your district pays each year is based on your school size:

Non-Rated school	\$3000.00	1A Division school	\$3,000.00
2A Division school	\$3,000.00	3A Division school	\$3,000.00
4A Division school	\$4,000.00	5A Division school	\$5,000.00
6A Division school	\$5,000.00		



TECH-NOW MEMBERSHIP SITE AGREEMENT

Revised 2025 04 14
School Year 2025-2026

The terms and conditions of this agreement have been reviewed by the parties listed below, and this agreement is satisfactory to both parties. It is agreed that either party may cancel this agreement at any time with written notice, with the understanding that the membership fees are nonrefundable.

Rick DeRennaux, President, Tech-Now, Inc.

Date

Dirk O'Hara
Board President

Board President, Signature

Norman Public Schools
District

Date

SPECIAL SERVICES AGREEMENT

This is a local agreement between Norman Public Schools, hereinafter referred to as the local education agency (LEA), and Crossroads Youth & Family Services, Inc. Head Start/Early Head Start (Crossroads HS/EHS), hereinafter referred to as the local Head Start Program. The following information states the roles and responsibilities of parties regarding Head Start Program eligible children ages three through five identified as having disabilities in accordance with procedures established by the Oklahoma State Department of Education (OSDE) and by the Head Start Program Performance Standards (45 CFR 1308). These regulations are promulgated under federal and state laws governing the education of children with disabilities.

I. LEA RESPONSIBILITIES:

- A. The LEA ensures that IDEA Section 619, (preschool) funds received for the provision of services to eligible children with disabilities ages three through five who are served in the Head Start Program are expended in accordance with the requirements of the Individuals with Disabilities Education Act (IDEA). Funds may be used for, but are not limited to, the following: cost of evaluation; materials and supplies; contractual arrangements for services when the Head Start Program has a qualified provider and/or the provision of qualified providers for IDEA Individualized Education Program (IEP) services.
- B. Upon referral from the Head Start Disability Coordinator, the LEA shall provide a multidisciplinary team evaluation, when appropriate, for determination of the need for special education and related services under IDEA, while enrolled in the Head Start Program.
- C. The LEA shall be responsible for the provision of procedural safeguard and due process for any child determined to be eligible under the IDEA who is enrolled in the Head Start program.
- D. The LEA should provide, through prior written notice of meetings, that the appropriate Head Start Program representative be directly involved and receive appropriate documentation throughout the process of referral, evaluation and/or placement of children with disabilities enrolled in the Head Start Program.
- E. The LEA shall ensure the provision of appropriate special education and related services to those eligible children with disabilities under IDEA enrolled in the Head Start Program. All IDEA services for which the child is eligible will be documented on the IEP with the responsible person(s)/agency specified for the provision of each service.
- F. The LEA will maintain and submit to the OSDE the annual child count of IDEA eligible preschool children with disabilities served in the LEA and by the Head Start Program.

II. LOCAL HEAD START RESPONSIBILITIES:

- A. The Head Start shall provide screening and assessment for all children enrolled in the Head Start as required by Head Start Performance Standards 45 CFR 1308 participate in Child Find activities under the IDEA with the LEA, and in coordination with the LEA shall provide parents with their rights under these programs
- B. The Head Start shall provide all Head Start services to any Head Start enrolled child who meets eligibility requirements in accordance with the Head Start Program Performance Standards on Services for Children with Disabilities regardless of the child's involvement in, or eligibility for, special education services under the IDEA or this agreement.
- C. A Head Start representative will participate in the LEA referral procedures, multidisciplinary evaluation, IEP development, implementation of the portions of the IEP identified for the Head Start Program, and the IEP review as appropriate. When Head Start initiates and develops a Head Start managed IEP, Head Start must invite in writing the participation of a representative of the LEA. Head Start Program Performance Standards (45 CFR 1308) requirements for parent involvement and notification must also be followed for IEP meetings initiated by the Head Start Program.
- D. The Head Start will provide a support system for families and children with disabilities through training, information dissemination and involvement in the program as well as collaboration with the LEA and other community services. When Head Start develops a Head Start managed IEP, family goals and objectives for the child must be addressed.
- E. The Head Start disabilities coordinator shall work with the LEA for assurance of collaboration and coordination of services to preschool children with disabilities.
- F. If a child does not meet the OSDE requirements under the IDEA, but meets one or more of the eligibility in the Head Start Performance Standards 45 CFR 1308, then a Head Start managed IEP should be developed for the child.
- G. The Head Start will provide the number of children receiving IEP services to the LEA for child count report prior to October 1, and December 1, annually. In reporting the number of children on IDEA IEP's to the LEA for child count purposes, the Head Start should provide a separate listing of children on Head Start managed IEP's.
- H. The Head Start agrees to provide and participate with the LEA in joint training of staff and parents as appropriate.
- I. The Head Start agreement with the LEA addresses planning of cost-sharing resources and funding to assure that integrated services are implemented in a manner which maintains State and Federal fiscal support for children with

disabilities in these programs. The Head Start and the LEA agree to the following cost-sharing services:

Head Start will provide all required screenings prior to referral to Norman Public Schools. Head Start will also obtain necessary release of information from parent/legal guardian so that pertinent Head Start screenings can be utilized to develop an appropriate placement.

Note: Special Education and related services are available to qualified children through Norman Public Schools. Standard referral procedures should be used to determine IDEA eligibility.

III. COORDINATION OF REQUIRED PAPERWORK:

To coordinate paperwork required by Head Start and the LEA special education program, the following process is appropriate:

- A. When Head Start wishes to refer a child to the LEA for possible services, Head Start personnel will contact the LEA Director of Special Services or SEARCH coordinator. Addresses will be verified by the LEA, and a time for screening will be arranged. If the child fails one or more areas of the screening, the LEA will ask the Head Start teacher to complete the Referral for Multidisciplinary Services (SDE Form 3), and then the LEA will plan the evaluation (SDE Form 4). Head Start personnel will assist the LEA in obtaining parental consent for evaluation (SDE Form 5). LEA's obligation for evaluation is limited to students who are residents of the district.
- B. The Head Start or the LEA will obtain parental consent for exchange of information between the two programs through use of the State of Oklahoma Standard Form: Consent for Release of Confidential Information.
- C. The LEA special education program, with parental consent, will release copies of IDEA IEP's, multidisciplinary evaluations, necessary special education records and documentation of services provided to the Head Start when both agencies are involved in the identification, evaluation and provision of free appropriate public education (FAPE) to preschool children with disabilities.
- D. The Head Start will release results of vision, hearing, developmental, health and speech screenings as well as other relevant information as a part of the Head Start Referral Packet developed in conjunction with LEA.
- E. All information received by the Head Start from the LEA will be kept in a secure manner, which prevents unauthorized access, in a central location adhering to requirements of confidentiality under state and federal laws.

IV. COORDINATION OF SCREENINGS:

In the coordination of screening between the Head Start and the LEA special education program, the following process is agreed upon:

- A. The LEA special education program and the Head Start will determine designated program personnel to be responsible for conducting screenings within each program to collaboratively implement requirements of the IDEA and Head Start Performance Standards (45 CFR 1308).
- B. This agreement will include the following time frame for completion of screening or transfer of information. The time frame includes the **45 calendar days** timeline for screening of all children enrolled in the Head Start as mandated in the Head Start Performance Standards (45 CFR 1308). One or more of the following methods has been considered: (Check one or more as appropriate).

- ☐ 1. **Joint screening:** Screening will be conducted simultaneously by the Head Start staff and LEA Special Education staff within the same location.
- ☒ 2. **Shared staff:** Local implementation may incorporate coordination of shared staff (e.g., required vision, hearing, speech/language, health, and developmental **screening** may be **conducted by the Head Start** under Head Start Program Performance Standards, and the **LEA** special education program may **complete required evaluations** under the IDEA).
- ☒ 3. **Shared Information:** Screening will be provided for referrals by Head Start or as determined by both entities. A consent for release of information will be obtained at the time of referral by Head Start.

V. COORDINATION OF IEP/CHANGE OF PLACEMENT:

The Head Start team upon obtaining parent consent shall notify the Local Education Agency (LEA) when a family is considering the LEA as a placement for a transitioning child with special needs in order to include Head Start staff in the transition process and ensure all eligible children receive appropriate transition services. The Head Start and the LEA will conduct an IEP review when a change of program or placement of a child is being considered. A meeting may be requested by the parent, the Head Start staff or the LEA special education program staff. Procedural safeguards for notification will be followed.

VI. COORDINATION OF IN-SERVICE TRAINING:

The Preschool Coordinator of Special Education Services, OSDE, (405) 521-3351, and the Director of the Oklahoma Head Start Association, (405) 524-4923, will facilitate statewide in-service training. Head Start disabilities coordinators and LEA's contact these representatives in regards to their needs for training. Mutual priorities for these entities might include: Sensory Integration issues or Behavior Management.

VII. RESOLUTION OF DISPUTE

In the event of disputes between the Head Start and the LEA special education program, the following process will be followed for resolution:

- A. The dispute will first be brought to the attention of the Head Start supervisor assigned to the classroom in the Norman school district and the Principal assigned by Norman Public Schools.
- B. The dispute will be brought to the attention of the LEA Special Education Director, the Head Start Director, and the Head Start Disabilities Coordinator to seek resolution of the dispute.
- C. If the issue is not resolved, the matter will then be submitted in writing to the Head Start Director and the LEA special education director or LEA superintendent to facilitate a resolution.
- D. If the issue is not resolved, as described in section VII.B, then the matter will be submitted in writing to Special Education Services, OSDE, for assistance in the resolution of any IDEA dispute between the Head Start and the LEA.
- E. If the issue is not resolved and is an issue under the Head Start Program Performance Standards 45 CFR 1308 the matter will be submitted to the Head Start Program Director who will inform the DHHS/ACF Regional office of the dispute and the intent to begin the formal dispute resolution procedures as written in the Head Start Impasse Resolution Policy for assistance in resolving the dispute.

This service agreement will be in effect August 1, 2025 through June 30, 2026.

SIGNATURES

Terrie Vicknair,
Head Start/Early Head Start Director

Date

Superintendent, Print

Date

Superintendent, Signature

Date

Board of Education, Print

Date

Board of Education, Signature

Date

CONTRACT BETWEEN
CLEVELAND COUNTY HEALTH DEPARTMENT
AND
INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA, A/K/A
NORMAN PUBLIC SCHOOLS

This Contract is entered into between **Cleveland County Health Department**, hereinafter referred to as the CCHD, by virtue of the authority vested in it by O.S. Title 19, § 1500, et.seq., and, **Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools**, hereinafter referred to as Contractor.

CONTRACT PERIOD: This Contract will begin on July 1, 2025 and terminate on the 30th day of June 2026. This Contract shall not take effect until the CCHD has in its possession a copy containing original signatures of both parties and a purchase order has been issued.

GENERAL PURPOSE OF THIS CONTRACT: The purpose of this Contract is to provide instructional services for children enrolled in the Early Foundations program for the **Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools**. The Norman Public Schools agrees to engage the CCHD for the purpose of providing instructional services as detailed below. Children served under the terms of this contract will be identified and referred directly by Norman Public Schools.

MENU OF SERVICES AND TERMS:

All services will be provided at the Early Foundations Program at St. Stephen's United Methodist Church 1801 W. Boyd St., Norman, OK 73069.

Description of Services:

1. Cleveland County Health Department agrees to provide instructional assistants for up to four children 3 years of age who reside in the Norman Public School District and who have transitioned from the SoonerStart Program to Norman Public Schools, for up to 20 hours per week.
2. Cleveland County Health Department agrees to provide training for the instructional assistants in discrete trial training to assure quality of service. Documentation of all training will be provided to Norman Public Schools.
3. Cleveland County Health Department agrees to provide Norman Public Schools with, detailed statements of hours worked and any job-related travel for the instructional assistants.
4. Cleveland County Health Department will assure that a background check is completed on instructional assistants prior to working with a child at Early Foundations.

CONSIDERATION AND COST OF SERVICE:

1. CCHD will bill Contractor at a rate of \$1080.00 per four week billing period per child for up to four children for services for services provided by Early Foundations Instructional Assistants.

REIMBURSEMENT

- A. The Norman Public Schools will reimburse CCHD on a monthly basis following provision of said services and after receiving the appropriate invoices and reports for services rendered. CCHD will provide a detailed bill for all services provided.
- B. Total charges for CCHD services as specified in this contract will not exceed \$45,000 per program year.

AMENDMENTS: Any modifications or amendments to this contract shall be in writing, dated and executed by both the Contractor and the CCHD.

APPLICABLE LAW: This contract shall be governed in all respects by the laws of the State of Oklahoma.

CANCELLATION CLAUSE: This contract shall be in force until the expiration date or until 30 days after notice has been given by either party of its desire to cancel. Notification of cancellation shall be by Certified Mail to the business address of record.

In the event that the CCHD can no longer provide all or part of the stated services, then that or the entire contract will be cancelled.

CONTACT PERSONS: For the purposes of this contract, all contacts with Norman Public Schools shall be directed to its representative: Gayle Mears, Director of Special Services at telephone number: (405)366-5841. For purposes of this contract, all contacts with the County Health Department shall be directed to Rodney Barrett at telephone number (405)579-2271.

ENTIRE AGREEMENT: This contract represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

FORCE MAJEURE: The CCHD shall not be liable for any damages resulting from any delay in delivery or failure to give notice of delay which directly or indirectly results from the elements, acts of God, delays in transportation, or delays in delivery by any cause beyond the reasonable control of the CCHD.

MANDATORY REQUIREMENTS: the use of the terms "shall", "must" or "will" (except to indicate simple futurity) in this contract indicate a mandatory requirement or condition. The word "should" or "may" in this contract indicates desirable attributes of conditions and are permissive in nature.

PRIVACY CLAUSE: The CCHD shall at all times maintain confidential all information pertaining to any person, patient or client with whom it has a professional relationship, contact or contract. No information shall be released to any person or party not directly employed by the Contractor without first obtaining such person's, patient's or client's expressed written consent therefore. Confidential information pertaining to any minor shall not be released to any person or party without the express written consent of a custodial parent, court appointed guardian, court authorized foster parent, or authorized self-consenting minor, subject however, to all applicable state and federal statutes, rules and regulations.

STATEMENT OF RESPONSIBILITY AND LIABILITY: The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The County Health Department shall be responsible for the acts and omissions to act of its officers, and employees while acting within the scope of their employment according to the Governmental Tort Claims Act, Title 51, O.S., 1991, §151 et seq.

Cleveland County Health Department
250 12th Ave. N.E.
Norman, OK 73071

Norman Public Schools
131 South Flood
Norman, OK 73069

BY _____
Jackie Kanak
Administrator

President
Board of Education

Date _____

Clerk of the Board

Date _____

APPROVED by the Board of County Commissioners this ____ day of _____, 2025.

Chairman

Member

Member

Attest:

County Clerk

Date _____

**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, 2025, 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, 2025, and shall continue in effect through June 30, 2026, 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

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

Agency/school Requesting Proposal: Norman Public Schools

Representative/Contact: Gayla Mears

Contract Date: Starting: July 1, 2025 Ending: June 30, 2026

If requested by Norman Public Schools, Hearing for Hearing is able to provide the following services to improve the performance of the students with documented hearing loss and/or suspected hearing loss in the district:

1. Annual comprehensive in-person hearing evaluations for students in the district with known hearing loss and/or suspected hearing loss consisting of aided booth testing, unaided booth testing, electroacoustic analysis, earmold impressions (\$120/earmold) as needed, remote microphone verification and medical referrals as indicated. Should adjustments on the hearing aid settings be required, these adjustments will be provided as a part of the annual evaluation or one time annually at no extra charge. \$175 per evaluation. The annual evaluation can be waived if Hearts for Hearing is provided documentation of a hearing evaluation within the past year by a licensed audiologist.
2. Location of services can be offered at Hearts for Hearing (11500 North Portland Ave, Oklahoma City, OK, 73120 or 2272 36th Ave NW #200, Norman, OK 73072) or through Hearts for Hearing Mobile Care Clinic. Mileage \$0.70/mile roundtrip.
 - a. Hearts for Hearing may be able to provide diagnostic audiological assessment and equipment programming through the use of Hearts for Hearing's Mobile Care Clinic at the discretion of Norman Public Schools Director of Special Services and support staff.
 - i. Special considerations that may prohibit the use of the Mobile Care Clinic include but are not limited to the following:
 - Safety of the students leaving the school facility to enter the Mobile Care Clinic (ex: stairs, crossing the road, high traffic, etc.)
 - Proximity in which the Mobile Unit can be parked to the school
 - Inclement weather
 - ii. Mobile Care Clinic Attendance Policy
 - A minimum number of students evaluated is required to schedule services through the Hearts for Hearing Mobile Care Clinic.
 - If the minimum number of students is not met, the school district will be assessed a fee for the missed appointments.
 - The fee is based on the following: number of staff providing care, mileage and time scheduled for services.
 - A quote for the minimum number of students that must be in attendance to avoid a fee can be provided upon request.
 - b. In the event of inclement weather, Norman Public Schools and Hearts for Hearing will be notified and the evaluation date rescheduled.

3. Assessment support from a licensed Hearts for Hearing speech-language pathologist, for optimal testing of pediatric patients (ages 5 years and younger) as a standard of care. \$100 per hour.
4. Visits to the self-contained classrooms, as well as regular classrooms by an audiology assistant as needed for the purposes of checking and cleaning hearing technology, making ear impressions (\$120/earmold) as needed, changing filters/microphone screens, feedback assessment, providing tubing, batteries and ear hooks, troubleshooting equipment and monitoring remote microphone technology. \$50/hour by an audiology assistant. Drive time at the rate of \$50/hour and mileage rate of \$0.70/mile roundtrip.
5. Collaboration (via email, telephone, video conferencing, or in person) between Norman Public Schools (classroom teachers, speech-language pathologists, educators of the deaf, etc.) and a licensed Hearts for Hearing audiologist to discuss: 1) formal evaluation of equipment integrity; 2) recommendation for follow up care; 3) assessment of benefit of technology utilized by student or 4) audiometric documentation. \$100/ hour.
6. Attendance at IEP meetings to provide support for an educator of the deaf as needed. \$100/hour.
7. Annual maintenance and assessment of hearing technology. \$100/hour
8. Training (in-service) by a licensed Hearts for Hearing audiologist and/or speech language pathologist (via telephone, video conferencing or in person; to be determined by Norman Public Schools) for nurses, administrators, speech-language pathologists, classroom teachers, and/or special education teachers who will be working with a child who has hearing loss, hearing aids, cochlear implants or bone conduction hearing devices in his/her class regarding general information on hearing loss, and hearing technology. \$150 an hour. Drive time at the rate of \$150/hour and mileage rate of \$0.70/mile roundtrip.
9. Back-up batteries and troubleshooting materials for hearing aids, cochlear implants or bone conduction hearing devices and other troubleshooting materials as needed. Batteries including #10, #13, #312, and #675 CI. These costs will be charged utilizing a separate Purchase Order.
10. New technology (excluding earmolds) purchased through Hearts for Hearing will be discounted by 10%. A new purchase order will be utilized for these purchases.
11. Repairs, damaged or lost equipment will be evaluated on a case-by-case basis.
12. Request for documentation with a signed release on file will be answered within five business days of a written request.
13. In the event that school is closed due to federal, state, or local mandates, and if the district continues to provide distance virtual learning, expectations for tasks, hours of pay, and responsibilities related to the contract will be determined between both parties at that time and facilitated by the Director or Assistant Director of Special Services.

**Pricing can be increased up to 25% without authorization and will be determined by the Medicaid billing rate at the time services are rendered.

14. **TERMINATION:** This Agreement shall be “at will” and may be terminated by either party with or without cause by providing written notice to the other party via certified mail, return receipt requested, at the party’s last known address. Such notice shall be deemed duly given upon the date received by the other party, or five days after mailing, whichever is earlier.
15. **JURISDICTION:** The agreement will be governed and interpreted according to the laws of the State of Oklahoma.
16. **SEVERABILITY:** If any portion of the contract becomes invalid, the remainder of the contract will remain in effect.
17. **TERM:** This agreement begins on July 1st of 2025 and continues until June 30th of 2026.
- a. Contract renewals are subject to ratification by both parties in writing.
18. **ENTIRE AGREEMENT:** The contract, together with all of its attachments, constitutes the entire agreement of the parties and supersedes all other agreements and representations, oral or written, made by the parties
19. **PAYMENT for SERVICES:** Not to exceed: \$25,000.00
- a. I understand that Norman Public Schools will be invoiced quarterly for services rendered by Hearts for Hearing
- b. I understand that Norman Public Schools will not be held responsible for payment of missed/cancelled appointments.

Address and contact for invoicing: Norman Public Schools /Att: Gayla Mears
131 South Flood Avenue
Norman, OK 73069

Signatures

Gayla Mears
Executive Director of Support Services
Norman Public Schools

Date

Darcy Stowe, M.S., CCC-SLP, LSLS, Cert AVT
Interim Chief Executive Officer
Hearts for Hearing

Date

VISION RELATED SERVICES AGREEMENT

School Year 2025 - 2026

This Vision Related Services Agreement (the "Agreement") dated March 19, 2025, is between **Norman Public School** with a notice address of 131 S Flood Ave, Norman, OK 73069, and **NewView Oklahoma** ("CONSULTANT"), with a notice address of 501 N. Douglas Ave, Oklahoma City, OK 73106.

In consideration of the mutual terms, covenants and conditions specified in this Agreement, Norman Public Schools and Vision Related Specialist agree as follows:

1. Consulting Services. CONSULTANT agrees to provide vision-related services, including orientation and mobility, to designated students at Norman Public School as requested during the term of this Agreement.

2. Consultant Duties. CONSULTANT shall provide such services as indicated by the Norman Public Schools student's Individualized Education Program or 504 Accommodation Plan as established by the Teacher of the Visually Impaired (TVI), Orientation and Mobility Specialist (O&M), and/or Rehabilitation Teacher for the Blind (RTB). The TVI, O&M, or RTB Services shall include, without limitation, appropriate evaluations and treatment as deemed appropriate by the CONSULTANT and the Norman Public Schools Special Education Director, recording students' progress and preparing materials and assembling equipment used during treatment, if necessary, participation in student-focused meetings and program-focused meetings, and completing paperwork as requested. All equipment and materials to be used in treatment, together with documentation forms, will be provided by Norman Public Schools. The specific starting date for the CONSULTANT'S delivery of Services will be mutually determined by Norman Public Schools and the agency. The CONSULTANT will deliver Vision Related Services to Norman Public Schools' students as needed during the term of the Agreement.

3. Certification & Licensure. CONSULTANT represents and warrants that their TVI, O&M, and RTB are certified by the Oklahoma Department of Education, Academy of Certification of Vision Rehabilitation and Education Professionals (ACVREP), and/or National Blindness Professional Certification Board (NBPCB) to provide Vision and/or Orientation and Mobility Services to Norman Public Schools' students. The CONSULTANT shall notify Norman Public Schools immediately if, for any reason, any required certifications are not renewed upon expiration.

4. Confidentiality. CONSULTANT agrees to adhere to all state and federal laws regarding the confidentiality and privacy of the education records and patient healthcare records of students and students with disabilities.

5. Insurance. The CONSULTANT represents and warrants that she is insured under a professional liability policy in a minimum amount of \$1,000,000.00 per incident/occurrence and \$3,000,000.00 aggregate and that such insurance covers her when she is providing Vision Related Services as a certified orientation and mobility specialist/certified blind educator on the

premises of Norman Public Schools. The CONSULTANT agrees to provide Norman Public Schools with proof of insurance upon request.

6. Indemnification. In addition to the requirement of paragraph 5 and not in lieu thereof, the CONSULTANT agrees to indemnify and hold Norman Public Schools and its agents, employees and officers harmless (including defense costs) against any claim, demand or action against Norman Public Schools arising from services provided by the CONSULTANT.

7. Worker's Compensation. The CONSULTANT certifies that, by law, she is not required to obtain Worker's Compensation Insurance and shall in no event be entitled to such coverage from Norman Public Schools.

8. OSHA and Background Checks. The CONSULTANT represents and warrants that she has received training in the prevention of exposure to blood borne pathogens and other potentially infectious materials in accordance with the OSHA Standard on Blood borne Pathogens ("OSHA training") and agrees to provide Norman Public Schools with written verification of same. If the CONSULTANT has not received OSHA training, the CONSULTANT agrees to attend a one-hour OSHA training course provided by Norman Public Schools at no cost to her no later than October 1, 2025. The CONSULTANT further represents and warrants that the agency has not been convicted of a felony, a sex offense subject to the Sex Offenders Registration Act in Oklahoma, or the sex offender registration provisions of another state or federal law. The CONSULTANT agrees to provide Norman Public Schools with written consent for Norman Public Schools to conduct such background checks and criminal history investigations as Norman Public Schools may request from time to time during the term of this Agreement.

9. Compensation. Norman Public Schools agrees to pay CONSULTANT the sum of \$850.00 daily (includes travel time and mileage to and from Norman Public Schools) for all Vision- related services and \$300.00 for any two - hours virtual visit by a TVI, O&M, RTB, or Assistive Technology Instructor to meet the needs of the students as specified by the IEP through individualized direct instruction. **Days per month in person shall not exceed 2.** Exceptions will require written approval by Norman Public Schools Special Education Director. The CONSULTANT agrees and acknowledges that all required documentation must be submitted to Norman Public Schools no later than the 10th day of the month following the month in which the Services were provided and that Norman Public Schools has no obligation to forward payment to her until Norman Public Schools has been provided with the required documentation. CONSULTANT acknowledges that all revenue provided to her pursuant to this Agreement constitutes "net earnings from self-employment" as the term is defined in Section 1402(a) of the Internal Revenue Code of 1986, as amended, and that Norman Public Schools shall have no obligation to her as an employer for withholding and remitting taxes, insurance, FICA, etc. CONSULTANT holds Norman Public Schools harmless for all costs, damages, taxes, penalties, interest, and expense attributable to (a) her underpayment of income and/or employment taxes on her revenue received pursuant to this Agreement, and (b) her late reporting or late payment of income and/or employment taxes on her revenue received pursuant to this Agreement.

10. **Term and Termination.** This Agreement is effective as of March 19, 2025 and either party may terminate this Agreement upon fourteen (14) days' written notice continue in effect through June 30, 2026, unless terminated earlier as provided herein.

11. **Independent Contractor Status.** Each party is acting as an independent contractor, and no employee or subcontractor of either party shall be deemed to be an employee of the other. Neither party undertakes, by this Agreement or otherwise, to perform any obligation of the other party, whether regulatory or contractual, or to assume any responsibility for the other party's actions, business, or operations. Neither party shall have the authority to bind, commit or incur any liability on behalf of the other party or to otherwise act in any way as an agent or representative of the other party. 12. **Force Majeure.** Neither party shall be responsible for any failure or delay in the performance of any obligations due to any cause beyond its reasonable control, including, but not limited to, any such delay or failure arising from third-party labor disputes, third-party strikes, other third-party labor or industrial disturbances, acts of God, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, fire, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, and new or changed regulations or orders of any governmental authority; provided that the party claiming force majeure event has given the other party reasonably prompt notice of the event.

12. **Notices.** All notices given hereunder shall be in writing and shall be given or sent by (i) certified, first class, U.S. mail to the parties at the addresses herein or at such other addresses of which either party may give notice; (ii) confirmed facsimile; or (iii) nationally recognized courier service to the parties at the addresses herein or at such other addresses of which either party may give notice.

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

14. The confidentiality provisions of this Agreement shall survive the termination of this Agreement.

Norman Public Schools / Title

Date

NewView Oklahoma, Inc. / Title

Date

**Agreement for Educational Services
Between
Norman Public Schools
and
Crossroads Youth and Family Services, Inc.**

This agreement is entered into as of the 1st of July 2025, by and between **Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools (District)** and **Crossroads Youth and Family Services, Inc. (Crossroads)** for educational services at the **Emergency Juvenile Shelter (Shelter)**.

WITNESSETH:

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

WHEREAS Crossroads is responsible for the operation and maintenance of the Shelter which houses students who are entitled to a public education in accordance with state and federal law; and,

WHEREAS the District and Crossroads are authorized to enter into agreements for the provision of these services.

NOW THEREFORE, District and Crossroads mutually agree as follows:

1. **Services.** District agrees to provide educational services at the Shelter for all qualified students placed pursuant to the provisions of 70 O.S. §1-113. Qualified students are defined as being between the ages of five and eighteen years of age and placed in the Shelter by court order, law enforcement officers, or Department of Human Services. Provided, however, the District agrees to provide educational services for qualified students under IDEA between the ages of three and twenty-one years of age.

The District shall, according to the District calendar, provide educational services during the school year as defined by law. The District's obligations shall cease at the end of the school term or as otherwise required by law.

2. **Staff (Teachers Provided).** The District shall provide one (1) certified teacher who shall be assigned to the Shelter. The Shelter may participate in the selection process of the teacher prior to final placement which requires District school board approval. District shall also provide part-time administrative support for the educational program and maintenance of educational records.
3. **Funding To District for Educational Services.** The teacher salary, unemployment insurance, workers compensation, sick leave, holidays, insurance, retirement, substitutes, and all other teacher benefits as provided by District teachers, shall be provided by the District.
4. **Teacher Evaluation.** The teacher will be evaluated by a District administrator. The Shelter director will provide the District administrator with documented information regarding the teacher's compliance with Shelter regulations, as well as input regarding the teacher's conduct, in

connection with the teacher's evaluation.

5. **Materials.** The District will provide current textbooks and teacher's guides. The Shelter will supply non-instructional materials, including pencils, erasers, paper, etc. The Shelter shall also be responsible for providing and maintaining all classroom equipment, student and teacher's desks, chairs, chalkboards, smartboards, etc., including access to a copier, facsimile machine, computer, printer, and internet. The District shall assume the responsibility for the development and supervision of curriculum taught at the Shelter.
6. **Discipline.** District will provide classroom management with assistance from the Shelter in severely disruptive situations. The Shelter will ensure appropriate staff member(s) are present in the classroom at all times to assist with the safety of educational staff and students. The Shelter will provide management for outside-of-classroom suspension, time-out, and detention during school.
7. **Records.** The teacher will be responsible for recording students' enrollment, days on roll, absences, and withdrawals according to policy of the District and state and federal law. This information will be provided to the Shelter personnel upon request. The Shelter agrees to provide locked and secured storage of student records. The Shelter students shall earn credit for classes in which they are enrolled in the same manner as other students within the District. Students' transcripts will be maintained by the appropriate school site.
8. **Responsibilities for Special Education Students.** The eligible student's school district of residence shall be notified immediately by the District, upon finding that the initially eligible student requires special education and/or related services, as to the time, date, and location of meetings for the purpose of planning a student's IEP and subsequent reviews in accordance with the IDEA. The Shelter may have a representative present at the IEP conference to advise the IEP team of any concerns or information the Shelter has to offer regarding the eligible student's educational needs and eligibility for related services. The Shelter and the District shall coordinate with the eligible student's district of residence regarding evaluation services, as necessary, and for the development of the IEP.
9. **Related Services.** The cost for related services, therapies, treatments, or support services for eligible students shall be the responsibility of the Shelter unless otherwise agreed by the parties or as otherwise specified in an IEP and agreed to with all required representatives participating in the development of the IEP. Valid obligations to provide or pay for such services, such as Medicaid, shall remain in effect for children who are eligible for the services from sources other than the District.
10. **Rules and Regulations.** Both the Shelter and the District agree to comply with the requirements of P.L. 101-476, the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1992, as amended, including but not limited to giving equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin, disability, genetic information, or gender identification.
11. **Confidentiality.** District personnel are required to maintain the same level of confidentiality concerning information regarding juveniles as required of Shelter personnel. District personnel may maintain such data or records on said students as required by federal, state, or District

guidelines, however, any release of information shall be governed by applicable state and federal laws, including the Family Educational Rights and Privacy Act (FERPA).

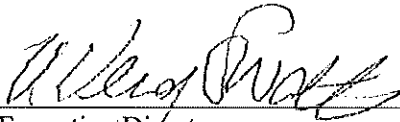
12. **Indemnity.** Each party will be legally responsible for the actions of its own agents or employees consistent with the Oklahoma Governmental Tort Claims Act.
13. **Insurance Provision.** Prior to the commencement of educational services at the Shelter under this Agreement, the Shelter agrees to furnish the District a certificate of liability insurance coverage naming the District as additional insured in the minimum amounts \$1,000,000 for single injuries and \$1,000,000 for multiple injuries resulting from one occurrence and \$25,000 property damage. The certificate shall require at least ten (10) days' notice to the District before cancellation of the coverage for any reason. The Shelter agrees to maintain said liability coverage during the entire term of this Agreement.
14. **Term of Contract.** This contract shall be for a term of one (1) year commencing on the 1st of July 2025 and ending on the 30th of June, 2026, 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 2025-2026, the agreement shall be terminated.

IN WITNESS THEREOF, District and Shelter have executed this agreement on the day and year written above.

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

**CROSSROADS YOUTH & FAMILY
SERVICES**

Board of Education President



Executive Director

ATTEST:

Board of Education Clerk

**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 2025 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 and Lighthouse Adolescent Group Home. (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, 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.** 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 2025 and ending on the 30th of June, 2026, 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 2025-2026, 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



NPS Board of Education

Norman Public Schools

131 South Flood Avenue

Norman, Oklahoma 73069

www.normanpublicschools.org

June 9th, 2025

Board of Education

President: Dirk O'Hara, Office #1

Vice President: Alex Ruggiers, Office #2

Members: Anette Price, Office #3
Dawn Brockman, Office #4
Tori Collier, Office #5

Superintendent: Dr. Nick Migliorino

Subject: Statement of Purpose and Support for District Child Care Services

The Board of Education recognizes the essential role that high-quality, dependable childcare plays in supporting the success and well-being of our employees and their families. We wish to clearly state that the district's childcare center is not operated as a business for profit. Its primary purpose is to serve as a benefit to our dedicated staff, helping to ensure they can continue to focus on their vital roles in educating and supporting students.

This childcare program is a service grounded in care, commitment, and community. It reflects our understanding that when our employees are supported, our schools thrive.

As a Board, we affirm that the childcare center operates under the umbrella of district support. The district allocates necessary resources to sustain the center and assumes responsibility for its operations, needs, and overall management. We remain committed to ensuring the center continues to provide a safe, nurturing, and developmentally appropriate environment for the children it serves.

Thank you for your continued trust and partnership.

Sincerely,

Dirk O'Hara
Board President

Alex Ruggiers, M.ED.
Board Vice President

Dr. Nick Migliorino
Superintendent

On behalf of the Norman Public Schools Board of Education

Mission: To prepare and inspire all students to achieve their full potential

Values: Integrity | Inclusiveness | Collaboration | Optimism



NPS Board of Education

Norman Public Schools

131 South Flood Avenue

Norman, Oklahoma 73069

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Superintendent: Dr. Nick Migliorino

To Whom It May Concern,

The Norman Public School Board of Education is committed to the continued success and effective operation of the district's Early Learning Center, which serves as a vital support for our staff and their families.

The Board designates ELizabeth Ann Rosales, Director of Elementary Teaching and Learning, as the owner/authorized representative of the Early Learning Center. In this capacity, Ms. Rosales is empowered to make decisions and manage the center's operations, with the ongoing support and approval of the Board of Education.

In addition, this letter serves as a letter of obligation for Rebecca Waggoner while in the role of Center Director. Ms. Waggoner is granted authority to manage day-to-day operations and to make decisions and process state documents in the absence of the owner. She is a trusted representative of the center and is empowered to act in accordance with district policies and procedures.

Sincerely,

Dirk O'Hara
Board President

Alex Ruggiers, M.ED.
Board Vice President

Dr. Nick Migliorino
Superintendent

On behalf of the Norman Public Schools Board of Education

Mission: To prepare and inspire all students to achieve their full potential

Values: Integrity | Inclusiveness | Collaboration | Optimism



SALES ORDER

Order Date: 02/21/2025

Start Date: 07/01/2025

Order #: 00108837

End Date: 06/30/2026

Prepared For

Account Name: Norman Public Schools

Agency Code: 21772

Primary Contact: Sarah Seymore

Email: sseymore@normanps.org

Customer Information

Norman Public Schools
131 S Flood Ave
Norman, OK 73069-5463
United States

Bill-To Information

Norman Public Schools
NPS Admin Services
131 S. Flood
Norman, OK 73069
United States

Sales Point of Contact

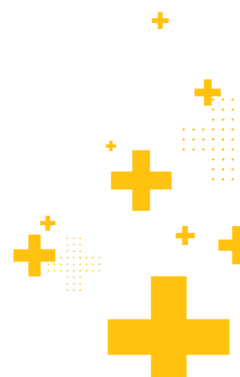
Jennifer Little

jennifer.little@nwea.org

Products & Services

Product	Sales Price	Quantity	Total Price
MAP Growth Subsidy	\$4.00	1,500	\$6,000.00
MAP Growth K-12	\$9.50	1,500	\$14,250.00
MAP Growth K-12	\$13.50	1,870	\$25,245.00
Credit - Misc	(\$9,747.50)	1	(\$9,747.50)

Subtotal	\$35,747.50
Estimated Tax	\$0.00
Grand Total	\$35,747.50



Notes

OPSRC will be billed for the line-item MAP Growth Subsidy, a total of \$6,000. Norman Public Schools will be billed for the remaining \$29,747.50. This invoice is a compilation of the total of grant subsidy plus Norman PS portion of subscription. PLEASE pay from INVOICE, not this quote total. 2025-26 is Year 3 of 3 for the OPSRC subsidy availability. School district will be responsible for the full license costs of future annual subscriptions.

Invoicing Information

Unless otherwise specified, payment terms are Net 30. Remittance instructions will be included with your invoice.

Until this Sales Order is signed, the pricing is valid for 30 days from the Order Date listed at the top of this document. Please confirm the billing address or specify changes to your Sales Point of Contact.

For a copy of the latest NWEA division W-9, it is available at <https://support.hmhco.com/s/article/Billing-and-Invoices>. Click on "Requesting a W-9" and select "NWEA".

The Tax ID for NWEA, a division of Houghton Mifflin Harcourt Publishing Company, is 04-1456030.

Terms and Conditions

This Sales Order is between Customer and NWEA, a division of Houghton Mifflin Harcourt Publishing Company, and is subject to the HMH Standard PreK-12 Terms of Purchase located at <https://www.hmhco.com/terms-of-purchase> (the "Agreement") for the Products and Services listed above. By signing this Sales Order, you agree you have read, understand, and agree to the Agreement.

OPSRC Program Terms. Customer, as an OPSRC Member, grants NWEA permission to provide aggregate, non-personally identifiable MAP® Growth assessment data to OPSRC for the Services Periods (2023-2024, 2024-2025, and 2025-2026). This includes sharing onsite, virtual, and blended partner services activities including but not limited to dates, content, number of attendees, and location with OPSRC. Pricing and data sharing details between NWEA and OPSRC can be found in **Attachment 1**, attached hereto.

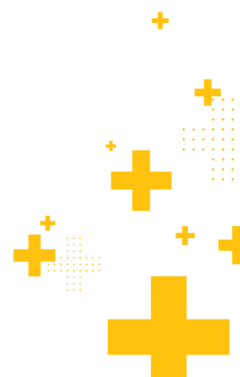
Signature

Customer
Signature: _____

Customer
Printed Name: _____

Date: _____

Customer Title _____



Attachment 1

OPSRC Program Terms

To help fund your **NWEA MAP® Growth** purchase, your school district is eligible for a subsidy.

This subsidy is limited to the annual Services Periods (2023-2024, 2024-2025, and 2025-2026). The price per student license for each year is as follows:

- **Year 1:** District pays \$5.50 per student license; OPSRC pays or subsidizes \$8.00 per license; if minimum license is purchased, 75% of the cost subsidized
- **Year 2:** District pays \$7.50 per student license; OPSRC pays or subsidizes \$6.00 per license; if minimum license is purchased, 50% of the cost subsidized
- **Year 3:** District pays \$9.50 per student license; OPSRC pays or subsidizes \$4.00 per license; if minimum license is purchased, 25% of the cost subsidized
- **Year 4 and beyond:** District pays \$13.50 per student license if MAP® Growth license quantity reflects 75% or more of total K-12 student enrollment within district; no OPSRC subsidy available. (List price for MAP® Growth is \$14.50)

For the avoidance of doubt, the first year the Customer as an OPSRC Member (i) enrolls in the OPSRC Program; and (ii) executes an Agreement with NWEA to subscribe to MAP® Growth will be **Year 1**. Each subsequent year the OPSRC Member renews will be **Year 2** or **Year 3** respectively, so long as the Memorandum of Understanding between NWEA and OPSRC is in effect and the renewal occurs within one of the Services Periods stated herein.

For example, during the first year a Customer enrolls (**Year 1**), and that single Customer school within a larger district joins OPSRC, as an OPSRC Member and partners with NWEA to purchase MAP® Growth, the next year (**Year 2**), if all the schools within that same OPSRC Member district joins OPSRC and partners with NWEA, the entire OPSRC Member district is now eligible for the OPSRC **Year 2** subsidy. Similarly, during the first year a Customer enrolls (**Year 1**), that single Customer school or district as an OPSRC Member is now eligible on its own for the OPSRC **Year 2** subsidy.

The OPSRC Program may be terminated by either NWEA or OPSRC prior to the conclusion of **Year 2** (2025) by either party signing a written letter of termination opting out of the OPSRC Program. In such event, subsidies for eligible OPSRC Member Customers' MAP® Growth and/or MAP® Reading Fluency licenses will be available only through the end of the then-current academic year (i.e., **Year 1**, **Year 2**, or **Year 3**) prior to the termination.



Terms and Conditions

1. General Terms

The first SAM Labs' Subscription is being sold for a term of 6 months on a prepaid basis (as issued), followed by five (5) 1-year terms also sold on a prepaid basis (as issued), referred to as the "Subscription Period". Once a Purchase Order is placed, SAM Labs will issue the relevant access license(s) for the client. After the subscription license(s) are issued, the subscriptions can neither be canceled nor refunded. Please see section 7 for specific cancellation terms related to this agreement. In order for the hardware to be utilized, teachers need a subscription license. The client agrees to the terms outlined above by placing a Purchase Order. For purposes of this agreement, there will be a total of six (6) Purchase Orders sent to SAM Labs.

Specific Products, Licenses and Services covered by these Terms and Conditions are contained in a separate document reviewed and approved by Norman Public Schools authorized personnel.

Please send an electronic copy of PO's to purchaseorders@samlabs.com for processing.

2. Communication

Upon purchase, you will be assigned a dedicated Customer Success Manager, who will serve as your main point of contact. They will be responsible for addressing your inquiries, providing support, and ensuring a smooth experience throughout your subscription period.

3. Subscription Services

The subscription you are purchasing provides access to SAM Labs services for the agreed-upon term and subscription type, as outlined below:

- **Subscription Type:** per-school ▾
- **Subscription Term and Period:** One 6-month subscription for 9 schools, followed by five 1-year subscriptions for 18 schools.

4. Invoice Cadence and Costs

1. Invoice/PO (for Jan 2025 - June 2025): \$140,499.90 + \$2,970 for shipping (includes hardware)
2. Invoice/PO (for July 2025 - June 2026): \$157,404.60 + \$2,970 for shipping (includes hardware)
3. Invoice/PO (for July 2026 - June 2027): \$22,539
4. Invoice/PO (for July 2027 - June 2028): \$22,539
5. Invoice/PO (for July 2028 - June 2029): \$22,539
6. Invoice/PO (for July 2029 - June 2030): \$22,539

Grand total: \$388,060.50 + \$5,940 shipping

5. Renewal Notification

To ensure uninterrupted service, SAM Labs will provide timely notifications regarding your upcoming subscription renewal:

- **180 days before renewal:** Initial notification to discuss the upcoming renewal.
- **90 days before renewal:** Reminder of the renewal process and selection of hardware bundle.
- **60 days before renewal:** Deadline to confirm or opt-out of the renewal.

If no action is taken by the 60-day deadline, the subscription will automatically renew for an additional term under the same conditions.

6. Payment Terms

- **Payment Due Date:** Payment for the subscription is due within thirty (30) days from the invoice date.
- **Late Payments:** Late payments are subject to a late fee of 1% per month on the outstanding balance, or the maximum permitted by law, whichever is lower.

7. Cancellation and Refund Policy

Once a Purchase Order is placed, SAM Labs will issue the license(s) for the Customer. The Customer may cancel the subscription at any time with at least 60 days' notice before the end of the current annual term. Cancellation will be effective at the end of the current annual term, and no refunds will be issued for unused months within the invoiced period. By placing a Purchase Order, the Customer agrees to these cancellation terms.

8. Full Terms and Conditions

These terms and conditions are designed to cover the essential aspects of your subscription. Should you require further details, the full and exhaustive list of SAM Labs' Terms and Conditions of Sale can be found on our website.

Signature: _____

Printed Name: Alex Ruggiers

Title: NPS Board of Education Vice President

Date: June 9, 2025

This Rider (“**Rider**”) is effective July 1, 2025 (“**Rider Effective Date**”), is made a part of that certain natural gas agreement entered into on June 3, 2024 (“**Master Natural Gas Agreement**”) by and between Constellation NewEnergy – Gas Division, LLC (“**CNEG**”) and I 29 of Cleveland County (Norman Public Schools) (“**Customer**”), and is subject to all of the provisions, terms and conditions of such Master Natural Gas Agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Natural Gas Agreement. The purpose of this Rider is to set forth the specific terms and conditions related to the services performed by CNEG for Customer’s facilities (“**Facilities**”). In the event of a conflict between a TC (if any), this Rider and the Master Natural Gas Agreement, the terms of the documents shall govern in the order presented in this sentence.

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

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

a. Account Management:

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

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

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

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

b. Natural Gas Portfolio Management:

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

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

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

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

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

3. IMPLEMENTATION OF RECOMMENDATIONS.

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

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

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

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

(SIGNATURES FOLLOW ON NEXT PAGE)

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

CNEG

Sign:

Print Name: Amanda Stewart

Print Title: Vice President- Retail Ops

CUSTOMER

Sign:

Print Name: _____

Print Title: _____

Frontline Education Confirmation Notice

Attn: Norman Public Schools

Thank you for your continued partnership with Frontline Education. We remain focused on providing you with industry-leading solutions and technology for K-12. Below you will find information about the ongoing renewal of your subscription(s) for the upcoming year.

Description	Start Date	End Date	Amount
Frontline Central, unlimited usage for internal employees	7/01/2025	6/30/2026	\$22,303.58
Applicant Tracking with Proactive Recruiting, unlimited usage for internal employees	7/01/2025	6/30/2026	\$13,944.04
Screening Assessments, unlimited usage for internal employees	7/01/2025	6/30/2026	\$8,139.84
Time & Attendance, unlimited usage for internal employees	7/01/2025	6/30/2026	\$21,046.83
Professional Learning Management, unlimited usage for internal employees	7/01/2025	6/30/2026	\$36,239.56

Need assistance? You can reach us by calling Samantha Kaplan Heins at or by emailing us at renewals@frontlineed.com.



Robert Hawkins
Vice President, Client Success





05/24/2024

1400 Atwater Drive Malvern, PA 19355

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>Scott Crouch</u>	Signature: <u>Tina Floyd</u>
Name: <u>Scott Crouch</u>	Name: <u>Tina Floyd</u>
Title: <u>VP Financial Operations</u>	Title: <u>Board President</u>
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>	

CONSENT FORM

For Sale of Product

Granting Consent: **ISD #29 of Cleveland County, OK d/b/a Norman Public Schools**
Address: **131 South Flood**
City, State, Zip: **Norman, OK 73069**

This consent form confirms that you are granting various stores the nonexclusive right to sell Apparel which bears your school name and logos (including Trademarks and/or Copyrighted Material). For good and valuable consideration, including the promotion of school spirit, community pride, goodwill, and royalty payments receipt of which is acknowledged, you hereby grant the nonexclusive right and Ohiopyle Prints, Inc., the license to manufacture and/or sell Apparel bearing your school name and logos (Including Trademarks or Copyrighted Material), provided that these stores and Ohiopyle Prints, Inc use official school logos, in a manner consistent with community standards for decency and that the quality of the apparel shall be high. Ohiopyle Prints, Inc. will pay the school district named above an 8% royalty of the gross sale price of the items sold, minus any discounts and returned merchandise, and provide supporting documentation with the quarterly payments, which is to include the amount and type of merchandise sold and the gross sales prices of the merchandise sold. The royalty shall be paid on a quarterly basis commencing on or before June, 2014. Provided that Ohiopyle Prints, Inc. maintains its contractual relationship with the various stores in Cleveland County, Oklahoma, such right granted to Ohiopyle Prints, Inc. by ISD #29 of Cleveland County, OK d/b/a/ Norman Public Schools will continue through June 30, 2014 and can only be extended beyond that date with permission from ISD #29 of Cleveland County, OK d/b/a/ Norman Public Schools.

The District may upon official written notice, given to Ohiopyle Prints, Inc. by certified mail, cancel this contract effective 30 days after the date of the written notice during the term of this agreement.

Norman Public Schools

Signature: *Linda Sexton*

Name: LINDA SEXTON

Title: PRESIDENT

Date: 5/5/14

Ohiopyle Prints, Inc

Signature: *Trina Lowry*

Name: Trina Lowry

Title: CFO

Date: 4-29-14

Renewing for FY 23

Signature: *[Signature]*

Date: 4-6-22

Renewing for FY 24

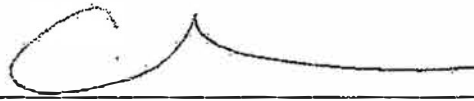
Signature: *[Signature]*

Date: 3-24-24

Renewing for Fiscal Year 2025-2026

Ohio Pyle Prints, Inc.

Signature: _____



Name: _____

CHARLES ANDERSON

Title: _____

PRESIDENT

Date: _____

5-1-25

ISO #29 of Cleveland County, OK d/b/a Norman Public Schools

Signature: _____

Name: Dirk O'Hara

Title: Board of Education President

Date: June 9, 2025

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: RLK

Name: Robert Kennedy-Jensen

Title: Director of Contracts

Date: 5/22/19

Client

By: Linda Sexton

Name: Linda Sexton

Title: Board President

Date: 5/22/19



Lease Agreement

APPLICATION NO.

AGREEMENT NO.

EQUIPMENT FINANCE

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME

STREET ADDRESS

Norman Independent School District No 29

131 S Flood Avenue

CITY STATE ZIP PHONE FAX

Norman OK 73069 405-364-1339

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY STATE ZIP E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

SUPPLIER INFORMATION

FULL LEGAL NAME

STREET ADDRESS

Oklahoma Copier Solutions

650 Alameda St

CITY STATE ZIP PHONE FAX

Norman OK 73071 405-364-7700

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES

SERIAL NO.

Toshiba 6527ACT (1)

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.
☐ See attached Schedule A

TERM AND PAYMENT INFORMATION

48 Payments* of \$ \$266

If you are exempt from sales tax, attach your certificate.

*plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

☐ Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

Customer's Initials

☒ Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.

Customer's Initials

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance

LESSOR

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Norman Independent School District No 29

X

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATED

73-6021052

FEDERAL TAX I.D. #

PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).

Norman Independent School District No 29

X

CUSTOMER (as referenced above)

SIGNATURE

TITLE

ACCEPTANCE DATE

LEASE AGREEMENT (2017)

1. **AGREEMENT:** You agree to lease from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in reliable-safable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



EQUIPMENT FINANCE

STATE AND LOCAL GOVERNMENT ADDENDUM

AGREEMENT

Addendum to Agreement # _____ and any future supplements/schedules thereto, between _____, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance"), as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR

MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS. YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

U.S. Bank Equipment Finance

Lessor

Customer

Signature _____

Signature _____

Title	Date
-------	------

Date _____

Title	Date
-------	------

Date _____

CONSENT FORM

For Sale of Product at Wal-Mart Stores

School Granting Consent Norman Public Schools

Address 131 S. Flood Ave.

City, State Zip Norman, OK 73069

Dear Administrator,

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

For good and valuable consideration, including the promotion of school spirit, community pride, goodwill and royalty payments receipt of which is acknowledged, you hereby grant Wal-Mart the non-exclusive right and Cotton Gallery, Ltd., the license to manufacture and/or sell Apparel bearing your school's name and logos (including Trademarks or Copyrighted Material.) The Cotton Gallery will pay the school named above an 8% royalty on the gross sale price of all items sold. The royalty shall be paid on a quarterly basis. The quality of such Apparel shall be high. Such right will continue until December 31, 2028 and can only be extended beyond 2028 with permission from Norman Public Schools.

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

Please take a moment to fill in the blanks below:

School colors Cotton Gallery has on file

School mascot Cotton Gallery has on file

Sincerely,

Tim Loesche

President-Cotton Gallery Ltd.

799 44th St

Marion, IA 52302

Phone: 1-800-211-9321

Please indicate your agreement by signing below.

By: _____ (signature) _____ (print)

Its: _____ (title) Date: _____

Phone number: _____

Email: _____

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



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the “**Agreement**”) is entered into by and between those certain government agencies that execute a Management Services Agreement (“**Lead Agencies**”) with Equalis Group LLC (“**Equalis Group**”) to be appended and made a part hereof and such other public agencies, non-profit organizations, and businesses (each a “**Purchasing Group Member**”) who register to participate in the cooperative purchasing programs administered by Equalis Group and its affiliates and subsidiaries (collectively, “**Equalis Group Purchasing Program**”) by either registering on an Equalis Group Purchasing Program website (such as www.equalisgroup.org) or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements (“**Master Agreements**”) with awarded suppliers to provide a variety of goods, products, and services (“**Products**”) to the applicable Lead Agency and Purchasing Group Members;

WHEREAS, Master Agreements are made available to Purchasing Group Members by Lead Agencies through the Equalis Group Purchasing Program and provide that Purchasing Group Members may voluntarily purchase Products on the same terms, conditions, and pricing as the Lead Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the Equalis Group Purchasing Program may from time to time offer Purchasing Group Members the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The procurement of Products by Purchasing Group Member party to this Agreement shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Purchasing Group Member’s procurement practices.
3. The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.
4. The Lead Agencies will make available, upon reasonable request and subject to convenience, information about Master Agreements which may assist in facilitating and improving the procurement of Products by the Purchasing Group Member.
5. Purchasing Group Member agrees that Equalis Group Purchasing Program may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling Purchasing Group Member in another GPO’s purchasing program; provided that the purchase of Products shall be at Purchasing Group Member’s sole discretion.
6. Purchasing Group Member shall make timely payments to the distributor, manufacturer, or other vendor (each a “**Supplier**”) for Products procured and received through any Master Agreement or GPO group purchasing agreement (each an “**Equalis Agreement**”) in accordance with the terms and conditions of this Agreement and of the Equalis Agreement, as applicable.
7. Purchasing Group Member acknowledges and agrees that Equalis Group may receive fees (“**Administrative Fees**”) from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by Purchasing Group Member under an Equalis Agreement. Equalis Group’s standard Administrative Fees are two percent (2%) or less. Equalis Group shall provide Purchasing Group Member with access to a listing of Equalis Agreements that provide for the payment to Equalis of



Administrative Fee in excess of three percent (3%). Additionally, Equalis Group shall provide Purchasing Group Member with access to an annual report listing Purchasing Group Member's purchases of Products through Equalis Agreements and the associated Administrative Fees received by Equalis Group.

8. Purchasing Group Member agrees that Products purchased under Equalis Agreements are for Purchasing Group Member's own use in the conduct of its business, and in no event shall Purchasing Group Member sell, resell, lease, or otherwise transfer goods purchased through Equalis Agreements to an unrelated third party unless expressly permitted by the terms of the applicable Equalis Agreement.
9. Payment for Products and inspections and acceptance of Products ordered by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member. Disputes between Purchasing Group Member and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by Purchasing Group Member and the Supplier. The exercise of any rights or remedies by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member.
10. Purchasing Group Member shall not use this Agreement or the terms and conditions of any Equalis Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
11. Purchasing Group Member shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products under this Agreement. Without limiting the generality of the foregoing, Equalis Group Purchasing Program makes no representations or warranties regarding any Product or Equalis Agreement and shall have no liability for any act or omission by a Supplier or other party under an Equalis Agreement.
12. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of **Sections 5, 6, 7, 8, and 9** hereof shall survive any such termination.
13. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
14. This Agreement and the rights and obligations hereunder may not be assignable by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Purchasing Group Member and Equalis Group may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Purchasing Group Member or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this **Section 14** will be null and void.
15. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
16. Equalis shall not be liable to Purchasing Group for any action, or failure to take action, of a Supplier in connection with the performance of Supplier's obligations under an Equalis Agreement.
17. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.
18. This Agreement shall take effect upon Purchasing Group Member (i) executing a copy of this Agreement, or (ii) registering on an Equalis Group Purchasing Program website.



The easiest way to complete this form is to visit: www.equalisgroup.org/member-registration. You may also fill out this form electronically, print and sign it, then scan and email the fully completed document to membership@equalisgroup.org.

Agency Information			
Agency Name:			
Agency Type:			
Agency Department:			
Street Address:			
City / St / Zip:			
Phone #:			
Federal Tax ID:			
Website URL:			

Primary Contact Information	
Name:	
Title:	
Phone #:	
Email:	
Which contract(s) are you interested in?:	

IN WITNESS WHEREOF, I hereby acknowledge, on behalf of _____, that I have read and agreed to the general terms and conditions set forth in the Equalis Group Master Intergovernmental Purchasing Agreement.

Authorized Signator	
Name:	
Title:	
Date:	

Signed: _____

AGREEMENT FOR ADMINISTRATIVE SERVICES

THIS AGREEMENT FOR ADMINISTRATIVE SERVICES, including Appendix A (the “Agreement”) is entered into as of July, 2025 (“Effective Date”) by and between Pension Solutions, Inc., an Oklahoma corporation (“PSI”) and Independent School District Number 29 of Cleveland County, Oklahoma (commonly referred to as Norman School District or Norman Public Schools), an independent school district operating in the state of Oklahoma in accordance with the Oklahoma School Code, 70 O.S. § 1-101, *et. seq.* (the “District”).

WHEREAS, pursuant to a duly adopted resolution, the Board of Education for Independent School District Number 29 of Cleveland County, Oklahoma (the “Board” the governing body for the District) has approved the adoption of the Norman Public Schools 457(b) Plan, a deferred compensation plan (the “Plan”), which Plan was adopted in accordance with Section 457 of the Internal Revenue Code (the “Code”) and applicable law regarding state and local qualified retirement plans; and

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

WHEREAS, the District has named and appointed Nationwide Trust Company, FSB as the fiduciary and trustee of the Plan (hereinafter referred to as the “Trustee”), which appointment may be rescinded at any time by the Board; and

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

WHEREAS, as applicable, this Agreement serves to satisfy the disclosure requirements 26 U.S.C. 457, *et seq.*, and other applicable provisions the Code.

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

1. Scope of Services

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

2. Fees

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

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

3. Term

This Agreement is effective from July 1, 2025 to June 30, 2026 for an annual term. Subsequent annual renewals must be approved by the Board in accordance with applicable state law. Either party may terminate this Agreement upon written notice in accordance with Section 9(b) of this Agreement. PSI shall not be responsible for the performance of the Services, including the maintaining of the Plan Administrator's files after the date this Agreement is terminated.

4. Confidentiality

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

5. Timeliness of Data

Timely processing of information is essential to the proper administration of the Plan and avoids costly adverse consequences with regard to Plan compliance. The Plan Administrator will provide the information requested by PSI within ten (10) days of PSI's request. PSI is not responsible for any delinquent filings, penalties, fines, or taxes that result from the failure of the Plan Administrator to timely provide PSI with the requested information or as the result of the suspension of the Services due to delinquent payment of any invoiced fees. PSI is not responsible for the performance of any of the Services until and unless the information requested is received by PSI.

6. Responsibilities of Plan Administrator

- (a) The Plan Administrator represents that it is the primary fiduciary for the control and management of the assets of the Plan, including, without limitation, the selection and monitoring of service providers for the Plan, interpretation of Plan provisions, evaluation of claims made by participants, eligibility of participants, ensuring the Plan complies with the applicable provisions of federal and state law, selection of any qualified default investment alternative, and all other plan administrator responsibilities. The Plan Administrator may elect to have certain fees for the Services deducted from Plan assets, and it is the responsibility of the Plan Administrator to determine whether Plan assets may be used to pay any particular fee. The Plan Administrator further represents that an unsigned copy of this Agreement and Appendix A serves as a disclosure of certain fees as of the date this Agreement was provided to the Plan Administrator. Furthermore, the Plan Administrator acknowledges that such fees may change from time to time.
- (b) As stated in Section 5 above, the Plan Administrator will provide PSI with requested information on a timely basis. PSI will rely on information provided by the Plan Administrator or its representatives, including third parties, and will have no responsibility to independently verify the accuracy of the information. PSI assumes no responsibility to acquire information other than to request it from the Plan Administrator, and will not be liable for any errors or omissions made as a result of incomplete or incorrect information provided by the Plan Administrator. Additional services that need to be performed or revised due to incomplete or inaccurate data furnished by or on behalf of the Plan or the Plan Administrator will be subject to additional fees. Information and data requested by PSI shall be provided by the Plan Administrator or its agents within ten (10) days or by the date referenced in PSI's request for information. The Plan Administrator will be responsible for all consequences, including but not limited to, penalties and/or sanctions imposed by local, state, and/or federal governing authorities, or applicable law.
- (c) The Plan Administrator shall provide PSI a census of all employees within thirty (30) days of the end of the Plan Sponsor's fiscal year regardless of any respective employee's eligibility to participate or actual participation in the Plan. Such census information shall include: each employee's first and last name; each employee's social security number; and, each employee's date of birth, date of hire, and as applicable the date of separation from employment ("Census Information"). For the purpose of this paragraph, "employee" shall include all employees and/or prior employees with plan assets with a prior recordkeeper, custodian, or annuity

provider. In addition, the Plan Administrator is to provide PSI Census Information regarding all new enrollees in the Plan as soon as possible.

- (d) The Plan Administrator is responsible for ensuring that funds are actually contributed to the Plan's trust when required for tax deductibility, to satisfy the minimum funding standards for pension plans, and with respect to the timeliness of employee deferrals and loans deposited to the Plan required by the Department of Labor ("DOL"), if applicable. PSI has no obligation to monitor Plan contributions or to ensure that such contributions or loan payments are timely contributed to the Plan's trust.
- (e) PSI will prepare the applicable government reports pursuant to this Agreement, and the Plan Administrator will be responsible for the timely filing of reports with the appropriate government agency. The Plan Administrator acknowledges that failure to timely file any required government reports may result in penalties, which are the sole responsibility of the Plan Administrator.
- (f) Fees, costs, charges, additional contributions, refunds of employee deferrals, or any other penalties imposed by the Internal Revenue Service ("IRS"), DOL or other governing entity are the sole responsibility of the Plan Sponsor. In accordance with the fees and costs referenced on Appendix A, PSI may be engaged to represent the Plan during an examination conducted by applicable governing authorities or elective audits conducted by private auditing entities.
- (g) The Plan Administrator will be responsible for providing the notices and information required by law to Plan Participants, including, without limitation, notices and distribution forms, as well as obtaining applicable signatures on distribution forms.
- (h) The Plan Administrator shall prepare or cause to be prepared the end-of-year tax forms required by law for reporting distributions and tax withholding, unless PSI is engaged in writing for an additional fee and receives written confirmation that a participant has received a distribution from the Plan.
- (i) The Plan's operation and tax qualification is affected by other plans sponsored by the Plan Administrator and/or Plan Sponsor. The Plan Administrator is responsible for informing PSI of other potentially related plans or entities (including controlled groups and affiliated service groups), and any change in such information.

7. Administrative Services

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

- (a) Takeover/Installation services for transition to PSI, including review of plan provisions, compliance review with the Plan's recordkeeper ("Recordkeeper"), and completion of installation forms and documents.
- (b) Assistance with conversion of plan assets from another service provider (if applicable).
- (c) Data request and analysis of census data from Recordkeeper and Plan Administrator.

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

8. Limitation on Liability and Indemnity Provisions

- (a) General. Plan Administrator agrees that the only responsibilities of PSI hereunder are to render the Services provided in this Agreement. In no event shall PSI be responsible for delays or failures in the performance of its duties that are caused by or result from acts of God, epidemic, war, acts of terrorism, computer viruses, governmental interference, fire or other casualty, software or hardware malfunction, communication line failure, power failure, acts or omission by the Plan Administrator or any other circumstances beyond the control of PSI. The District and Plan Administrator agree to ensure the performance of the Plan Administrator's obligations, responsibilities and duties contained in this Agreement, including the payment of fees and costs, and, to hold PSI harmless for any failure of the Plan Administrator to perform its duties and responsibilities in accordance with this Agreement as amended from time to time.
- (b) Payment for Response to Subpoenas and Document Production Requests. In the event that PSI and/or any of its employees, officers, directors or agents receive a subpoena to provide testimony, or to produce documents, in connection with any judicial or quasi-judicial proceeding, relative to services provided by PSI pursuant to this Agreement, the Plan Administrator agrees to pay PSI an amount equal to the actual out of pocket expenses associated with producing said documents and/or appearing at said proceeding, and to pay to

PSI an hourly fee for all time incurred by PSI personnel or its agents in preparing for and appearing at said proceeding, and for preparing documents to be produced, pursuant to Appendix A, "Extraordinary Services."

- (c) Non-representation. PSI is not a tax advisor; nor, the Plan Administrator as defined in ERISA. PSI will make recommendations to the Plan Administrator and District; however, in no way should such recommendations be relied upon in lieu of advice and counsel from the Plan's certified public accountant and/or licensed attorney.

9. General Provisions

- (a) Amendment. The Plan Administrator may not amend or modify this Agreement except in writing signed by both parties. PSI may amend and modify this Agreement from time to time by providing not less than sixty (60) days advance written notice to the Plan Administrator; provided, however, that if the Plan Administrator objects to any such amendment or modification, it may exercise its termination rights under this Agreement.
- (b) Notice. Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the addresses set forth under the signatures of the parties or to such other address as either party may designate by notice in writing to the other.
- (c) Interpretation. This Agreement is not assignable by either party hereto without the prior written consent of the other party. Section and other headings are for reference only and shall not affect the meaning or interpretation of this Agreement. This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, successors, survivors, administrators and assigns. This Agreement constitutes and contains the entire understanding between the parties and supersedes all prior oral or written statements dealing with the subject matter herein.
- (d) Severability. If any one or more of the provisions of this Agreement shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Agreement.
- (e) Arbitration. If this Agreement is breached or a party fails to perform its responsibilities, duties, and obligations contained herein and such breach or default is not cured and the injured party is not made whole within sixty (60) days upon delivery of written notice as provided herein, then such injured party may seek a settlement and remedies for damages by initiating a proceeding to arbitrate the matter pursuant to the rules and standards of the American Arbitration Association with such proceeding occurring in Oklahoma City, Oklahoma County, Oklahoma. The parties to this Agreement mutually agree as follows regarding the settlement of any dispute or damages through arbitration:

- i. The injured party must have provided the opposing party written notice of the claimed default, damages, and the requested remedy within no less than sixty (60) days from the delivery of such written notice for the opposing party to cure such default and make acceptable restitution.
 - ii. Each party shall pay for its own costs and expenses incurred to arbitrate any dispute among the parties.
 - iii. The arbitration shall be final and binding on all parties.
 - iv. Judgment of an arbitrator's award may only be entered in a court having jurisdiction pursuant to this Agreement.
 - v. The parties waive their right to a jury trial.
 - vi. The arbitrator's award is not required to include factual findings or legal reasoning.
 - vii. Any party's right to appeal or seek modification of an arbitrator's award is strictly limited.
 - viii. The panel of arbitrators selected to arbitrate a settlement will typically include a minority of arbitrators who are familiar or affiliated with ERISA and/or the third-party retirement plan administration industry.
 - ix. By law, an arbitration agreement does not preclude a party from seeking settlement of a dispute and/or remedies for damages in small claims court.
- (f) Governing Law and Forum Selection. Except for the application of Section 9(e) above, this Agreement shall be governed by and construed according to the laws of the State of Oklahoma, without reference to conflict of law principles, except to the extent ERISA or another federal law preempts state law. The exclusive forum for any dispute between PSI, the District, the Plan Sponsor, the Plan Administrator, and/or the Plan that arises out of or relates to this Agreement shall be a court of competent jurisdiction in Oklahoma County, Oklahoma.
- (g) Disclosures Required by DOL Reg. 2550.408b-2(c). The disclosures set forth in this Agreement constitute all of the disclosures required to be made by PSI pursuant to the provisions of 29 C.F.R. §2550.408b-2(c), regardless of whether this document is signed on behalf of the Client.

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

[SIGNATURE PAGE FOLLOWS]

PSI:

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



By: _____
Geoffrey O. Stallings, President

Board of Education:

Independent School District Number Twenty-nine of Cleveland
County, Oklahoma d/b/a Norman Public Schools
131 S. Flood Ave.
Norman, OK 73069

By: _____
_____, Board of Education President

District:
(Plan Sponsor and Plan Administrator)

By: _____
Tyler Jones, Chief Financial Officer

APPENDIX A

Norman Public Schools 457(b) Plan

ADMINISTRATION FEES AND FEES DISCLOSURE

I. EMPLOYER/SPONSOR PAID FEES

- **Installation/Conversion Services Fee - \$500.00.** The Installation/Conversion Services Fee is a one-time fee that includes initial enrollment materials and preparation of the Plan document and Summary Plan Description. The Installation Service Fee also covers the data setup/transfer procedure.
- **Extraordinary Services - \$85-\$150 per hour for services rendered based on level of expertise.** No fees for Extraordinary Services are invoiced for work performed without authorization of the Employer/Sponsor or the Plan's designated Plan Administrator except for the following:
 - Extraordinary Service Fees will apply for the preparation of the necessary and appropriate extensions regarding all filing with the Department of Labor ("DOL") or the Internal Revenue Service ("IRS") including, but not limited to the calculation of penalties for late remittance of deferrals and associated excise tax return, if any. The minimum fee charged for such Extraordinary Services is \$150 for the first hour worked. Services rendered outside the initial first hour will be invoiced at the hourly rates associated with the level of expertise required.
 - Manual manipulation of census information submitted to Pension Solutions that is not contained in a Microsoft Excel spreadsheet or other electronic format compatible with Microsoft Excel. An hourly rate of \$85.00 to manually enter census data, perform extensive modifications to submitted materials, or convert data into a format compatible with Microsoft Excel will be assessed and invoiced.
 - As may be applicable to the Plan, Extraordinary Service Fees will apply for assisting independent third-parties conducting an audit of the Plan. The minimum fee charged for such Extraordinary Services is \$250 for the first one and one-half hours worked. Services rendered outside the initial first one and one-half hours will be invoiced at the hourly rates associated with the level of expertise required.
 - Transfer of the Plan to a funding successor or termination of the Plan will incur a Deconversion Fee of \$200. This fee covers the cost of providing Plan records and acting as a liaison between the Plan Sponsor and the new funding provider.
 - Actual fees and costs of attorneys, certified public accountants, and other professionals engaged to assist and/or represent PSI in the preparation or appearance of any proceeding, including, but not limited to, an administrative hearing, a federal or state court proceeding, or a proceeding before any government body or self-regulating body with jurisdiction to hear the subject matter as related to services provided by PSI pursuant to the Agreement for Administrative Services and this Appendix A.

APPENDIX A

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

II. EMPLOYEE/PARTICIPANT PAID FEES

- **Plan Administration Fees - \$7.00 per quarter for each Plan Participant, and an annual fee of 0.05% of the Plan Assets.** Plan Administration Fees cover a portion of the costs associated with recordkeeping, communications, and applicable compliance testing, if any and participant statements. Plan Administration Fees are deducted quarterly from participants' accounts with the exception of an annual fee equal to 0.05% of the Plan assets, which amount (.0020833% of Plan assets) is deducted on a semi-monthly basis from Plan assets (see Section III for additional details).
- **Transaction Based Fees.** Employee/Participant transaction based fees include the following:
 - Distribution Fee – \$50 will be deducted from the participant's account to process a distribution.
 - Loan Fee - \$125 will be deducted from the participant's account to process a loan.
- **Extraordinary Services - \$105 per hour for services rendered.**
 - Review of Qualified Domestic Relations Order (QDRO) and related services are billed to the participant and/or deducted from participant's Account.

III. OTHER FEES AND INDIRECT FEES

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

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

APPENDIX A

These payments are also disclosed on Nationwide's website:

- Log in to the Internet Service Center at www.nationwide.com/planlogin
 - Manage Account
 - View Plan-Fee Disclosure
 - Select Third Party Compensation
 - Download PDF if Desired or Export to Excel
-
- **Incentive Payments.** Payments may be received from Nationwide based on agreed goals such as production, assets, and retention. This payment is indirect and is not deducted from Plan Participant assets.
 - **Reproduction of Documents Fee – \$0.25 per page:**
 - Hardcopies of Plan records provided upon request of Employer/Sponsor or Plan Administrator.
 - Hardcopies of Plan records requested or required during the performance of any Extraordinary Service.

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

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

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

Pension Solutions, Inc. is independent with respect to Nationwide Life Insurance Co., and its affiliates.

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

Read and accepted on behalf of the Employer, Norman Public Schools Independent School District No. 29 of Cleveland County, Oklahoma, in its capacity as both Plan Sponsor and Plan Administrator by Employer's Chief Financial Officer:

Tyler Jones, Chief Financial Officer

Date: _____

THE OKLAHOMA PURCHASING SYSTEM**INTERLOCAL COOPERATION AGREEMENT**

This Interlocal Cooperation Agreement (also referred to as "Agreement") is entered into by and between Independent School District No. 15 of Atoka County a/k/a Atoka Public Schools ("APS") and the member public agencies ("Members") listed below, pursuant to § 139 of the Oklahoma Public Competitive Bidding Act ("PCBA"), Okla. Stat. tit. 61 § 101, *et seq.*, and the Interlocal Cooperation Act ("the Act"), Okla. Stat. tit. 74, §§ 1001, *et seq.*


MEMBER:

NAME OF AGENCY: Independent School District #29 of Cleveland County
AKA: Norman Public Schools

BOARD APPROVAL DATE: 10-16-2023

AGENCY CONTACT: Cameron Cox

CONTACT TITLE: Director of Purchasing

CONTACT SIGNATURE: 

APS and Member hereby represent that:

- Both entities are "public agencies," as that term is defined in the Interlocal Cooperation Act; and
- APS is a public school district, acting under the authority granted to it pursuant to § 139 of the PCBA; and
- Member is a public agency within the State of Oklahoma as defined by 74 O.S. § 1003(A), acting under the authority granted to it pursuant to § 139 of the PCBA;

NOW THEREFORE, APS and Member hereby agree as follows:

I. DEFINITIONS

For the purposes of this Agreement:

1. The term "public agency" shall mean any political subdivision of the State of Oklahoma or agency of the state government, or public trust, their respective boards, and public trusts of which they are beneficiaries;
2. The term "member" shall mean a public agency which has become a party to this Agreement;
3. The term "group" shall mean The Oklahoma Purchasing System;
4. The term "participating agency" shall mean a member or the group;

5. The term “construction-related materials and services” shall mean any materials or services that would or could be required to be subject to public bidding under the PCBA.

II. STATEMENT OF SERVICES OFFERED

APS, as the lead agency for The Oklahoma Purchasing System (TOPS), with Mabe Enterprises, Inc. as the buyer’s agent, has established and will administer a cooperative purchasing program for construction-related materials and services. Authority for such services is granted by Okla. Stat. tit. 61, § 139.

III. PURPOSE

The purpose of TOPS is to reduce the costs associated with construction-related materials and services at market price, budget control, and to increase construction quality.

IV. TERM

This Agreement covers the period July 1 to June 30 of each calendar year.

V. RIGHTS

APS, in cooperation with TOPS and Mabe Enterprises, Inc., is granted the right to issue a cooperative bid/proposal for construction-related materials and services reflective of the needs supplied by the Members initiating their construction bid/proposal through TOPS. APS, as the lead agency, is further granted the right to secure product award(s) for specific construction-related materials and services for a period of one year in cooperation with TOPS.

VI. DUTIES/RESPONSIBILITIES

APS, as the lead agency is responsible for the following:

- Offer appropriate and necessary support to encourage positive vendor/contractor relationships.
- Distribute this Agreement to potential and current members for adoption or update by their Board of Education.
- Present all Agreements to the APS Board of Education for approval.

TOPS, and Mabe Enterprises, Inc., as the buyer’s agent, is responsible for the following:

- Provide for the organizational and administrative structure of the program.
- Provide staff time necessary for efficient operation of the program.
- Receive quantity requests from members and prepare appropriate tally of quantities.
- Initiate and implement activities related to the bidding and vendor/contractor selection process in accordance with Oklahoma law, particularly the PCBA.

- Provide members with procedures for ordering, delivery, and billing.

Members are responsible for the following:

- Approving the Interlocal Cooperation Agreement with APS.
- Commit to participate in the program by an authorized signature in the appropriate space within this Agreement.
- Designate a contact person.
- Commit to purchase construction-related materials and services that become part of the official materials and services list when it is in the best interest of the Cooperative Member.
- Prepare purchase orders issued to the appropriate vendor/contractor from the official award list provided by TOPS.
- Accept shipments of products ordered from vendor/contractors in accordance with standard purchasing procedures.
- Pay vendor/contractors in a timely manner for all goods and services received.
- Providing notice of intent to terminate this agreement, in writing, to Jay McAdams, Director of TOPS, at least thirty (30) days in advance of the intent to terminate. Advance notice of termination is waived in the event a participating public agency is dissolved or consolidated or a participating school district is consolidated, annexed, designated as fiscally distressed, or managed by the State Department of Education.
- Providing local purchasing estimates to TOPS by the specified deadline for all items to be purchased under contract. The public agency agrees to establish estimates with the intent to purchase said quantities.
- ~~Refraining from initiating bids/proposals for purchasing contracts that conflict with those being solicited by TOPS and for which the Member has enrolled for participation until such time as those solicitations by TOPS are closed.~~ CMC
- Seeking resolution of all problems regarding purchasing, delivery, receiving, and billing, with the appropriate vendor/contractor.
- Understanding and agreeing that participating in this Agreement does not relieve the Members from obligations to comply with all applicable procurement laws.

VII. DISSOLUTION AND DISPOSITION OF PROPERTY

The title to all property, real and personal, acquired by TOPS shall be vested in TOPS. In the event of termination of TOPS, such property shall belong to the then-members of TOPS in pro-rata shares. Upon partial or complete termination of this Agreement, the majority vote of APS's Board of Education, as the lead agency, shall be binding in all respects

as to the disposition of the property and dissolution of TOPS. The APS Board of Education shall serve as trustees for the disposition of property or funds, payment of obligations, dissolution, and winding up of affairs of TOPS.

VIII. FINANCING

The cooperative undertaking in this Agreement shall be financed by requiring vendors/contractors to pay a 2% commission based upon the total value of services and materials provided by such participating vendor/contractor. **No costs shall be incurred by Cooperative Members.**

IX. ACCEPTANCE


APS and the Members who have approved this Agreement enter into this Agreement for cooperative purchasing of construction-related materials and services from any or all awarded contracts in which it chooses to actively participate.

Member Contact Information:

Address: 131 S Flood Ave
 City: Norman
 State: OK Zip: 73069
 Phone: 405 - 364 - 1339 Fax: _____

Primary Contact Name: Cameron Cox
 Primary Contact Title: Director of Purchasing
 Primary Contact Email: Purchasing@normanPS.org
 Primary Contact Phone: 405 - 447 - 6553

Approved by APS Board of Education:

 10/19/2023
 Jay McAdams, Director of TOPS Date

Return the completed and signed Interlocal Agreement to:
 info@tops-usa.org and attach as a PDF.



State & Local Government
Lease Agreement

APPLICATION NO.
3089250

EQUIPMENT FINANCE

AGREEMENT NO.

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME Norman Independent School District No 29
STREET ADDRESS 131 S Flood Avenue
CITY Norman STATE OK ZIP 73069 PHONE 405-364-1339 FAX
BILLING NAME (IF DIFFERENT FROM ABOVE) BILLING STREET ADDRESS
CITY STATE ZIP E-MAIL
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

SUPPLIER INFORMATION

FULL LEGAL NAME Oklahoma Copier Solutions STREET ADDRESS 650 Alameda St
CITY Norman STATE OK ZIP 73071 PHONE (405) 364-7700 FAX (405) 364-7701

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES SERIAL NO.
Toshiba 4528A(14) Toshiba 4525AC(33) Toshiba 5528A(4)
Toshiba 7529A(37) Toshiba 6529A(6) Toshiba 6527ACT(1)
Toshiba 7527ACT(1) Toshiba 5525AC(4)

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

☐ See attached Schedule A

TERM AND PAYMENT INFORMATION

60 Payments* of \$ 9,895 If you are exempt from sales tax, attach your certificate. *plus applicable taxes
The payment ("Payment") period is monthly unless otherwise indicated.

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default, non-appropriation or nonrenewal under this Agreement, as applicable, has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use. If the selected purchase option for this Agreement is \$1.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

- ☐ Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.
☒ Purchase all of the Equipment for \$1.00.

Customer's Initials
Customer's Initials

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance

LESSOR SIGNATURE RP McMath AUTHORIZED SIGNATORY TITLE DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGES 2 AND 3 ATTACHED HERETO.

Norman Independent School District No 29

CUSTOMER (as referenced above)

73-6021052

FEDERAL TAX I.D. #

SIGNATURE

Tina Floyd

PRINT NAME

TITLE

Board President 6-24-24

DATED

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).

Norman Independent School District No 29

CUSTOMER (as referenced above)

SLG LEASE AGREEMENT (2017)

SIGNATURE

Tina Floyd

TITLE

Board President 6-24-24

ACCEPTANCE DATE

TERMS AND CONDITIONS (Continued on Page 3)

1. AGREEMENT: You agree to lease from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. The first Payment is due **30 days after** the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for your essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

3. INITIAL TERM AND RENEWAL TERM(S): The term of this Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate this Agreement under paragraph 6 as of the end of any fiscal year, this Agreement will be deemed automatically renewed for the next succeeding renewal term. An election by you to terminate this Agreement under paragraph 6 is not a default. Notwithstanding anything herein to the contrary, if we cancel this Agreement following a default by you, we may require that you pay the unpaid balance of Payments under this Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

4. SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under this Agreement, such Supplement, as it incorporates the terms and conditions of this Agreement, shall be a separate financing distinct from this Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to this Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in this Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

5. OWNERSHIP; PAYMENTS; TAXES AND FEES: Except as expressly stated herein, we own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. Subject to paragraph 6, you will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than **5 days** late, you agree to pay a late charge of **10%** of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of **up to \$50 for filing and/or** searching costs required under the Uniform Commercial Code ("UCC") or other laws. **You agree to pay us an origination fee of up to \$125** for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

6. NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

7. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims other than liens and claims under this Agreement; and (iii) at your address shown on page 1 of this Agreement, and you agree not to move the Equipment unless we agree in writing. To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) to show our interest.

8. INSURANCE; COLLATERAL PROTECTION; RISK OF LOSS; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within **30 days after** the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to **.0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you.** We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** As between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

9. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

10. DEFAULT AND REMEDIES: You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any enforcement of our rights under this Agreement after a default by you, you agree to pay our costs and expenses, including reasonable attorneys' fees and collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy. In the event that legal proceedings relating to this Agreement (other than our enforcement of this Agreement after a default by you) are commenced in any court or before any other tribunal of competent jurisdiction, the legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the non-prevailing party on demand of the prevailing party.

11. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof, including the appropriation of funds to pay amounts due under this Agreement. This may include compiled, reviewed or audited annual financial statements within 120 days after your fiscal year end, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

12. END OF TERM: Unless the purchase option is \$1.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

13. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. **By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number.** This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance. Any provision in this Agreement requiring you to pay amounts due under this Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew this Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

14. WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

15. LAW; JURY WAIVER: This Agreement will be governed by and construed in accordance with the law of the state in which you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



EQUIPMENT FINANCE

OKLAHOMA ADDENDUM
(STATE AND LOCAL GOVERNMENT)

AGREEMENT #
3089250

Addendum to Agreement # 3089250 and any future supplements/schedules thereto, between Norman Independent School District No 29, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance"), as Lessor. The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

The Agreement will terminate at the end of each fiscal year unless you and we ratify the renewal thereof, and any such termination will be treated as a non-appropriation under the Non-Appropriation or Renewal paragraph of the Agreement.

If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Notwithstanding anything to the contrary set forth in the Agreement, title to the Equipment shall be in our name, subject to your interest under the Agreement.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

U.S. Bank Equipment Finance

Lessor

RP McMATY

Signature

AUTHORIZED SIGNATORY

Title

Date

Norman Independent School District No 29

Customer

X

Signature

Board President

Title

6-24-24

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



EQUIPMENT FINANCE

TERMS AND CONDITIONS
ADDENDUM

AGREEMENT #
3089250

Addendum to Agreement # 3089250 and any future supplements/schedules thereto, between **NORMAN INDEPENDENT SCHOOL DISTRICT NO. 29**, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance"), as Lessor/Secured Party ("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor/Secured Party.

The parties wish to amend the above-referenced Agreement as follows:

Paragraph 5. OWNERSHIP; PAYMENTS; TAXES AND FEES:

Sentence 4 has been modified to read as follows:

"If any part of a Payment is more than 30 days late, you agree to pay a late charge of 5% of the Payment which is late or, if less, the maximum charge allowed by law."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor/Secured Party to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance

Lessor/Secured Party

RP McMAHON

Signature

AUTHORIZED SIGNATORY

Title

Date

NORMAN INDEPENDENT SCHOOL DISTRICT NO.
29

Customer

X [Signature]

Signature

Board President

Title

6-24-24

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



EQUIPMENT FINANCE

LESSEE'S GENERAL AND INCUMBENCY CERTIFICATE

AGREEMENT #
3089250

GENERAL CERTIFICATE

Re: Lease Agreement # 3089250, between Norman Independent School District No 29, as Lessee ("Lessee") and U.S. Bank Equipment Finance, a division of U.S. Bank National Association, as Lessor.

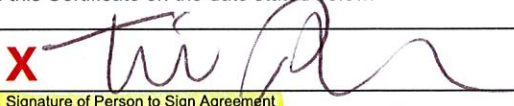
The undersigned, being the duly elected, qualified and acting official of Lessee holding the title stated in the signature line below, does hereby certify as of the date of this Certificate and the date of the Agreement (as defined below), as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Lease Agreement (the "Agreement") by the undersigned.
2. The meeting(s) of the governing body of the Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of the Agreement have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the state where Lessee is located.
3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an event of default or a nonappropriation event exists at the date hereof with respect to this Agreement.
4. The acquisition of all of the Equipment under the Agreement has been duly authorized by the governing body of Lessee.
5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Payments scheduled to come due during the current budget year under the Agreement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement or of other agreements similar to the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

Norman Independent School District No 29

Lessee

X  Signature of Person to Sign Agreement

Board President
Print Title of Person to Sign Agreement

Tina Floyd
Print Name of Person to Sign Agreement

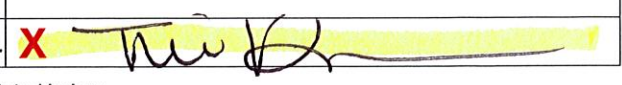
6-24-24
Print Date that Above Person Signed this Certificate

INCUMBENCY CERTIFICATE

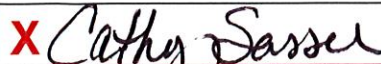
Re: Lease Agreement # 3089250, between Norman Independent School District No 29, as Lessee ("Lessee") and U.S. Bank Equipment Finance, a division of U.S. Bank National Association, as Lessor.

The undersigned, being the duly elected, qualified and acting Secretary, Clerk, or other duly authorized official or signatory of the Lessee does hereby certify, as of the date of this Certificate and the date of the Agreement (as defined in the General Certificate above) as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Agreement was approved and authorized to be executed, and as of the date hereof, the belownamed representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

NAME OF -PERSON SIGNING AGREEMENT	TITLE OF PERSON SIGNING AGREEMENT	SIGNATURE OF PERSON SIGNING AGREEMENT
Tina Floyd	Board President	X 

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

X  Signature of Secretary, Clerk or other duly authorized official or signatory of Lessee (Cannot be same as Person Signing Agreement)

Board Clerk
Print Title of Person who signed this Certificate

Cathy Sasser
Print Name of Person Signing this Certificate

6-24-24
Print Date that Above Person Signed this Certificate

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



MAINTENANCE AGREEMENT

Customer Name: Norman Public Schools (NPS)

Billing Address: 131 S. Flood

City, State, Zip: Norman OK 73071

Contact Person & Phone:

Contract Effective Date:

MAKE	MODEL #	SERIAL #	ID#	METER READING
62- Blw Toshibas				
39- Color Toshibas				

*B&W Plan: Customer agrees to pay _____ per month for _____ covered copies with _____ overages per copy.

*Color Plan: Customer agrees to pay _____ per month for _____ covered b/w copies with _____ overages and _____ per month for _____ covered color copies with _____ overages per copy.

*Monthly plan: Customer agrees to pay \$0.025 per copy for black & white and \$0.025 per copy for color.

*Quarterly plan: Customer agrees to pay _____ per quarter which includes _____ copies & overages are billed at _____ per copy.

☒ Parts are included under this agreement
☒ Drums are included under this agreement
☐ Drums are excluded under this agreement
☒ Initial networking included under this agreement

☒ Labor is included under this agreement
☒ Toner is included under this agreement
☐ Toner is excluded under this agreement
☒ Staples are included under this agreement

Customer Signature

Date

Ermy Henry 4-29-25
Oklahoma Copier Solutions Date

FIFTH AMENDMENT TO OKLAHOMA PURCHASING CARD AGREEMENT

THIS FIFTH AMENDMENT (the "Amendment") to Oklahoma Purchasing Card Agreement (as amended, supplemented, restated, or replaced from time to time, the "Agreement") dated as of September 15, 2010, between JPMorgan Chase Bank, N.A. or one or more of its Affiliates ("Bank") and Independent School District Number 1 of Tulsa County ("Client") is made as of November 7, 2022 (the "Execution Date") and is effective as of July 1, 2022 (the "Effective Date").


In consideration of the foregoing premises and the mutual agreements, provisions and covenants contained herein, Bank and Client agree to amend the Agreement as follows:

1. **Definitions.** Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.
2. **Acknowledgment.** The Parties hereto acknowledge and agree that the term of the Agreement shall be renewed for five (5) years from the Effective Date of this Amendment. Thereafter, the Agreement shall be renewed automatically for successive one (1) year terms unless either Party terminates in accordance with the terms of the Agreement.
3. **Amendment.** The following is hereby added as a new Section 7.F of the Agreement:
 - F. **Receipt Image Services.** For purposes of this section, "Receipt Image Services" means the optional services provided through Bank to allow Client the ability to attach and maintain image(s) of receipt(s) on the System, and "Receipt image(s)" means an image of a receipt produced by a Transaction through use of Accounts and maintained on the System. Receipt Images will be stored and made available to Client through use of the System. In order to make Receipt Images available through the System, Client shall first attach to the System Images of Client's receipts through use of its own devices. Client is responsible for verifying the accuracy of the image of its receipts and any other information uploaded and entered into the System. Client shall ensure that the information contained in the image of the receipt accurately reflects the applicable Transaction. Receipt Images will be made available online through the System for a maximum of thirty-six (36) months ("System Image Accessibility Period"). The System Image Accessibility Period includes the month of the Transaction Date. Bank may, in its sole and absolute discretion, reject Receipt Images provided by Client to be posted on the System. In addition, Bank may suspend Client's use of the Receipt Image Service at any time without prior notice to Client.
4. **Amendment.** A new Section 17.O is hereby added to the Agreement as follows:
 - O. Certain services may be performed by Bank or any affiliate, including affiliates, branches or units located in any country in which Bank conducts business or has a service provider. Client authorizes Bank to transfer Client information to such affiliates, branches or units at such locations as Bank deems appropriate. Bank reserves the right to store, access, or view data in locations it deems appropriate for the services provided.
6. **Amendment.** The notice Section of the Agreement is hereby amended as follows:

All notices and other communications required or permitted to be given under this Master Agreement shall be in writing except as otherwise provided herein, and shall be effective on the date on which such notice is actually received by the Party to which it is addressed. All notices may be sent to the Client by ordinary mail, electronic transmission, through Internet sites, or by such other means as the Client and the Bank may agree upon from time to time, at the address of the Client provided to the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Client's relationship manager or program coordinator team managing the relationship or to any other address notified by the Bank to the Client in writing from time to time, and may be sent by ordinary mail, by electronic transmission or by such other means as the Client and the Bank agree upon from time to time.
6. **Exhibit B-1.** Exhibit B-1 to the Agreement is hereby deleted in its entirety and replaced with a new Exhibit B-1 in the form attached hereto as Exhibit B-1.
7. **Continued Effect.** Except to the extent amended hereby, all terms, provisions and conditions of the Agreement, as it may have been amended from time to time, shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.
8. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each Party hereto may execute this Amendment by signing any of such counterparts. Facsimile signatures shall have the same force and effect as the original.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the Execution Date.

JPMORGAN CHASE BANK, N.A.

By 
Name Laura L. Green
Title Vice President

Client Authorization: The undersigned is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing), as applicable, of Client, authorized to bind Client to enter into and to perform its obligations under this Amendment. The undersigned certifies to Bank that the governing body of Client has adopted resolutions or other appropriate and binding measures authorizing Client to enter into and perform its obligations under this Amendment and that those resolutions or other appropriate and binding measures were: (a) adopted in accordance with, as applicable, all requirements of law and Client's organizational or constituent documents, (b) have been entered into the minute books or company records of Client, and (c) are now in full force and effect. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

INDEPENDENT SCHOOL DISTRICT NUMBER 1 OF TULSA COUNTY

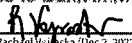
By 
Name Tracey Worley
Title Board of Education President


APPROVED AS TO FORM

TPS Staff Attorney

Note: The legal name of any member, managing member or general partner who is signing but is not an individual person must appear in the signature block.

Client Attestation: The undersigned officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client, hereby certifies that the individual signing above on behalf of Client has been duly authorized to bind Client and to enter into and perform its obligations under this Amendment and that the person signing above on behalf of Client, whose execution of this Amendment was witnessed by the undersigned, is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client possessing authority to execute this Amendment. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

By 
Name Rachael Vejraske
Title Director Materials Management

APPROVED AS TO FORM

TPS Staff Attorney

Note: The person signing the attestation shall be someone different from the person signing above on behalf of Client.

EXHIBIT B-1 FEES & INCENTIVES

1. **DEFINITIONS.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement.

"Average File Turn" has the meaning given to it in Section 3.A.i.

"Combined Net Charge Volume" means the sum of U.S. Net Charge Volume and U.S. Net Virtual Card Charge Volume.

"Combined Total Charge Volume" means the sum of U.S. Total Charge Volume and U.S. Total Virtual Card Charge Volume.

"Contract Year" means a 12-month period beginning on the Effective Date of this Amendment or any anniversary of such date.

"Credit Losses" means all amounts due to Bank in connection with any and all Cards or Accounts that Bank has written off as uncollectible, excluding amounts due in respect of Fraudulent Transactions.

"Discount Interchange Rate Transactions" means Transactions made on any and all Cards or Accounts with either an interchange rate below 2.00% under applicable Credit Card Network rules or a Supplier Fee below 2.00%. Those Transactions include but are not limited to Large Ticket Transactions, level 3 Transactions, MasterCard and Visa Partnership programs, and any other programs entered into by the Networks, Client, merchants, Bank, or others whereby the parties to those programs have agreed to Interchange rates or Supplier Fees below 2.00% for certain transactions.

"Discount Interchange Rate Transaction Volume" means total Discount Interchange Rate Transactions made on any and all Cards or Accounts, net of returns, cash advances, convenience check amounts and Fraudulent Transactions. Discount Interchange Rate Transaction Volume is comprised of two categories based on either the interchange rate or Supplier Fee of each transaction as follows:

- "Discount Interchange Transaction Volume Category 1" covers all Discount Interchange Rate Transaction Volume with Interchange rate or Supplier Fee at or above 1.00% (Interchange rate or Supplier Fee from 1.00% - 1.99%).
- "Discount Interchange Transaction Volume Category 2" covers all Discount Interchange Rate Transaction Volume with interchange rate or Supplier Fee below 1.00% (interchange rate or Supplier Fee from 0.00% - 0.99%).

"Fraudulent Transactions" means Transactions made on a Card or Account by a person, other than Participant or Cardholder, who does not have actual, implied, or apparent authority for such use, and which the Cardholder or Participant receives no direct or indirect benefit.

"J.P. Morgan Virtual Connect Network" means Bank's proprietary payments technology platform to which merchants may register to receive payment from Participant in connection with Participant's Program(s).

"Participant" means a government, non-for-profit or private university entity located in the State of Oklahoma that is accepted and approved by Bank to participate in the Oklahoma Payment Card Consortium and, solely for purposes of this Exhibit B-1, the Client.

"Settlement Terms" means the combination of the number of calendar days in a billing Cycle and the number of calendar days following the end of a billing Cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing Cycle and Y is the number of calendar days following the end of a billing Cycle to the date the payment is due.

"Supplier Fee" or "Merchant Transaction Fee Rate" means the fee established by Bank, in its sole discretion, payable by merchant accepting payment from Participant for Transactions made through the J.P. Morgan Virtual Connect Network.

"U.S. Net Charge Volume" means total charges made on any and all U.S. dollar issued Cards or Accounts, net of returns, cash advances, convenience check amounts and Fraudulent Transactions. U.S. Net Charge Volume does not include any Discount Interchange Rate Transaction Volume or U.S. Net Virtual Card Charge Volume.

"U.S. Net Virtual Card Charge Volume" means total charges made on any and all U.S. dollar issued Virtual Card Accounts, net of returns, cash advances and Fraudulent Transactions. U.S. Net Virtual Card Charge Volume does not include any Discount Interchange Rate Transaction Volume.

"U.S. Total Charge Volume" means the sum of U.S. Net Charge Volume and Discount Interchange Rate Transaction Volume associated with the U.S. Corporate Card, U.S. Purchasing Card, and U.S. One Card Program(s).

"U.S. Total Virtual Card Charge Volume" means the sum of U.S. Net Virtual Card Charge Volume and Discount Interchange Rate Transaction Volume associated with the U.S. Virtual Card Account Program(s).

2. REBATES

A. Volume Rebate

Bank will pay each Participant a rebate based on the annual Combined Total Charge Volume of all Participants and the individual Participant's Combined Total Charge Volume achieved according to the following schedule. The rebate will be calculated as the Volume Rebate Rate (as determined according to the following schedule) multiplied by the annual individual Participant's Combined Net Charge Volume, subject to the rebate adjustments below.

OKLAHOMA PAYMENT CARD CONSORTIUM							
Combined U.S. Purchasing Card, U.S. Corporate Card, U.S. One Card and U.S. Virtual Card Programs*							
Annual Combined Total Charge Volume of All Participants:	Individual Participant's Annual Combined Total Charge Volume						
	\$250,000	\$1,000,000	\$2,500,000	\$5,000,000	\$10,000,000	\$15,000,000	\$20,000,000
\$1	1.06%	1.70%	1.80%	1.85%	1.90%	1.95%	1.98%
\$75,000,000	1.11%	1.85%	1.95%	2.00%	2.05%	2.10%	2.13%
\$100,000,000	1.14%	1.88%	1.98%	2.03%	2.08%	2.13%	2.16%
\$125,000,000	1.15%	1.89%	1.99%	2.04%	2.09%	2.14%	2.17%
\$150,000,000	1.16%	1.90%	2.00%	2.05%	2.10%	2.15%	2.18%
\$200,000,000	1.17%	1.91%	2.01%	2.06%	2.11%	2.16%	2.19%
\$250,000,000	1.18%	1.92%	2.02%	2.07%	2.12%	2.17%	2.20%
\$300,000,000	1.19%	1.93%	2.03%	2.08%	2.13%	2.18%	2.21%

*The above rebate grid is based on 29 Average File Turn Days

B. Discount Interchange Rate Transaction Rebate

Should an Individual Participant achieve the minimum annual Combined Total Charge Volume required to earn a Volume Rebate as stated above, Bank will pay the Participant a rebate based on the Individual Participant's annual Discount Interchange Rate Transaction Volume associated with each Program. The rebate will be calculated as the Discount Interchange Transaction Rebate Rate (with categories as determined according to the following schedule) multiplied by the Individual Participant's annual Discount Interchange Rate Transaction Volume for each respective category associated with each Program, subject to the rebate adjustments below.

Discount Interchange Rebate Rate for Combined U.S. Purchasing Card, U.S. Corporate Card, U.S. One Card and U.S. Virtual Card Programs Volume							
Annual Combined Total Charge Volume of All Participants:	Individual Participants Annual Combined Total Charge Volume						
	\$250,000	\$1,000,000	\$2,500,000	\$5,000,000	\$10,000,000	\$15,000,000	\$20,000,000
Category 1	1.00%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%
Category 2	0.15%	0.15%	0.15%	0.15%	0.15%	0.15%	0.15%

3. REBATE ADJUSTMENTS

A. Average File Turn Adjustment

- i. For purposes of this Section 3.A.i, "Average File Turn" means the annual average outstanding (i.e. sum of the average outstanding balances for each calendar month divided by 12) divided by the annual Combined Total Charge, multiplied by 365.

The Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will be adjusted (either increased or decreased as applicable) based on the Average File Turn of Participant's Program(s) over a Contract Year ("Average File Turn Adjustment").

If Participant's actual Average File Turn for such Program(s) is less than 29, the Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will each be increased by 0.0050% for each whole number less than 29. If the actual Average File Turn for such Program(s) is greater than 29, the Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will each be decreased by 0.0050% for each whole number greater than 29 but less than 46.

- ii. If Participant's actual Average File Turn under Section 3.A.i is greater than 45 days, Participant will not qualify for any rebate payment (as described below in the General Rebate Terms Section).

B. Interchange Rate or Supplier Fee Adjustment

In the event of a reduction in either Interchange rates by the Credit Card Networks or Supplier Fee, Bank reserves the right to adjust the rebate rates and fees accordingly.

4. GENERAL REBATE TERMS

A. Annual Rebates

- i. Rebates will be calculated annually in arrears. Rebate payments will be made in USD within the ninety (90) day period after the end of the Contract Year (the "Rebate Calculation Period") via wire transfer to a business account designated by Participant and authenticated by Bank. Payment is contingent upon Bank receiving Participant's wire instructions and Bank's authentication of such instructions prior to the end of the Rebate Calculation Period.
- ii. Rebate amounts are subject to reduction by all Credit Losses. If Credit Losses exceed the rebate earned for any Contract Year, Participant shall pay to Bank the amount in excess of the rebate, which invoice shall be due and payable in accordance with the terms of such invoice. If Participant is participating in more than one Program, Bank reserves the right to offset any Credit Losses from one Program against any rebate earned under any other Program. In no event will Bank pay Participant a rebate for the year in which the Agreement is terminated.

B. To qualify for any rebate payment, all of the following conditions must be met.

- i. Participant is not in default under the Agreement at the time of rebate calculation and payment.
- ii. Account(s) must be current at the time of rebate calculation and payment.
- iii. Average File Turn must be less than 46 days (as stated in the Average File Turn Adjustment section).

5. SETTLEMENT TERMS

Payment must be received by Bank in accordance with the Settlement Terms. Late payments shall be subject to fees as specified in the Fees Section of this Exhibit. Settlement Terms are 30 & 14 for the U.S. Purchasing Card, U.S. Corporate Card and U.S. One Card Program(s) unless otherwise agreed in writing in the Agreement or Participation Agreement and signed by both parties. Participants have the option to select the following Settlement terms for all programs in their Participation Agreement: 30 & 25, 30 & 14, 30 & 7, 14 & 14 and 14 & 7.

6. FEES

A. United States

The following are the fees associated with U.S. Purchasing Card, U.S. Corporate Card, and U.S. One Card Program(s) implemented on Banks 1845, 2234, 2237 & 8221:

STANDARD SERVICES AND FEES	
Late payment charge	Central bill: None Individual bill: \$15 late fee at the end of the first cycle
Delinquency/Finance charge	Central bill: Prime + 2.0% is applied to the average daily balance and will be charged on the cycle date. Average daily balance is calculated as follows: the sum of the outstanding balances on each day in the cycle (including any new spend, fees, and payments) / number of days in the cycle. Individual bill: Prime + 6.4% is applied to the average daily balance and will be charged on the cycle date. Average daily balance is calculated as follows: the sum of the outstanding balances on each day in the cycle (including any new spend, fees, and payments) / number of days in the cycle.
International transaction	1% surcharge
Standard card	\$0.00

ADDITIONAL SERVICES AND FEES	
Cash advances	2.0% of amount advanced (\$3.00 minimum with no maximum)
Executive card	\$75 annual fee per card
Corporate card rewards	A rewards program annual fee of \$75 will be assessed to each Cardholder's commercial card account. The annual fee will be divided as follows: \$35 dollars will cover Bank's administrative costs and the remaining \$40 will be put into the Client's redemption pool. Bank may at any time change the amount of the annual fee and/or the allocation of this amount without notice. Client's "Rewards Program Redemption Expenses" will be deducted from Client's redemption pool and are defined as and calculated on the full monetary value of the item(s) the points are redeemed for and not the amount of points used by Cardholders. If the Rewards Program Redemption Expenses incurred each calendar year (regardless of when points are earned) exceed the amount of funds available in the redemption pool (the "Excess Redemption Expenses"), the Excess Redemption Expenses will be deducted from Client's rebate. If the rebate earned is not sufficient to cover the Excess Redemption Expenses, Bank will invoice the Client for the Excess Redemption Expenses. The Client shall pay such invoice within 14 days of receipt.

If Participant requests services not listed in this schedule, Participant agrees to pay the fees associated with such services.

B. United States

The following are the fees associated with (i) U.S. Purchasing Card, U.S. Corporate Card, and U.S. One Card Program(s) implemented on all Banks not listed in (A) above and (ii) all U.S. Virtual Card Program(s):

STANDARD SERVICES AND FEES	
Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter Individual bill: 1% of full amount past due assessed 28 days after end of the Cycle in which payment first became due and each Cycle thereafter
International transaction	1.5% of the US Dollar amount charged
Standard card	\$0.00

ADDITIONAL SERVICES AND FEES	
Cash advances	2.5% of amount advanced (\$2.50 minimum with no maximum)
Convenience check	2% of check amount (\$1.50 minimum with no maximum)
Executive card	\$75 annual fee per card
Corporate card rewards	<p>A rewards program annual fee of \$75 will be assessed to each Cardholder's commercial card account. The annual fee will be divided as follows: \$35 dollars will cover Bank's administrative costs and the remaining \$40 will be put into the Client's redemption pool. Bank may at any time change the amount of the annual fee and/or the allocation of this amount without notice. Client's "Rewards Program Redemption Expenses" will be deducted from Client's redemption pool and are defined as and calculated on the full monetary value of the item(s) the points are redeemed for and not the amount of points used by Cardholders. If the Rewards Program Redemption Expenses incurred each calendar year (regardless of when points are earned) exceed the amount of funds available in the redemption pool (the "Excess Redemption Expenses"), the Excess Redemption Expenses will be deducted from Client's rebate. If the rebate earned is not sufficient to cover the Excess Redemption Expenses, Bank will invoice the Client for the Excess Redemption Expenses. The Client shall pay such invoice within 14 days of receipt.</p>

If Participant requests services not listed in this schedule, Participant agrees to pay the fees associated with such services.

FOURTH AMENDMENT TO OKLAHOMA PURCHASING CARD AGREEMENT

THIS FOURTH AMENDMENT (the "Amendment") to Oklahoma Purchasing Card Agreement (as amended, supplemented, restated, or replaced from time to time, the "Agreement") dated as of September 15, 2010, between JPMorgan Chase Bank, N.A. or one or more of its Affiliates ("Bank") and Independent School District Number 1 of Tulsa County ("Client") is made as of July 12th, 2018 and is effective as of July 1, 2018 (the "Effective Date").

In consideration of the foregoing premises and the mutual agreements, provisions and covenants contained herein, Bank and Client agree to amend the Agreement as follows:

1. **Definitions.** Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.
2. **Acknowledgment.** The parties hereto acknowledge and agree that the term of the Agreement shall be renewed for four (4) years from the Effective Date of this Amendment. Thereafter, the Agreement may be renewed for one (1) year terms upon written agreement by both parties.
3. **Amendment.** Section 4.B of the Agreement is hereby deleted in its entirety and replaced with the following:

The Client shall immediately notify Bank by phone of any Card or Account that Client knows or suspects has been lost, stolen, misappropriated, improperly used or compromised. "Fraudulent Transactions" means transactions made on a Card or Account by a person, other than the Client or Cardholder, who does not have actual, implied, or apparent authority for such use, and which the Cardholder or Client receives no direct or indirect benefit.

- i. **Liability for Fraudulent Transactions Following Notification.** Notwithstanding anything to the contrary contained herein, Client shall not be liable for any Fraudulent Transactions occurring on a Card or Account after the effective time of such notification to Bank of such Fraudulent Transaction.
- ii. **Liability for Fraudulent Transactions Prior to Notification.** Subject to the terms and conditions contained in subsection (iii) below, Client shall not be liable for Fraudulent Transactions occurring on a Card or Account prior to the effective time of such notification to Bank of such Fraudulent Transactions.
- iii. Bank reserves the right, in its sole and absolute discretion, to hold Client liable for Fraudulent Transactions should Bank determine that subsequent to implementation of Client's Program and at the time that the Fraudulent Transaction occurred, Client failed to operate its Program in accordance with Bank's fraud reduction best guidelines as set forth below:
 - a. Client to block required high risk MCC's identified by Bank and presented to Client;
 - b. Client to maintain reasonable security precautions and controls regarding the dissemination, use and storage of Card and Transaction data; and
 - c. Client to comply with all other guidelines as Bank may reasonably require from time to time.

If Client fails to comply with its obligations described in this subsection (iii), and Bank determines Client to be liable for Fraudulent Transactions, Bank will either: (1) invoice Client for the amount of such Fraudulent Transaction minus any amounts collected, or (2) deduct the amount of such Fraudulent Transaction amount from Client's rebate.

4. **Amendment.** The "To the Bank" notice addresses in Section 15 of the Agreement and Section 4 of the Participation Agreement are hereby deleted in their entirety and replaced with the following:

JPMorgan Chase Bank, N.A.
10 South Dearborn Street
Mail Code: IL1-0286
Chicago, Illinois 60603-2300
Attn: Commercial Card Legal

5. **Exhibit B-1.** Exhibit B-1 to the Agreement is hereby deleted in its entirety and replaced with a new Exhibit B-1 in the form attached hereto as Exhibit B-1.
6. **Continued Effect.** Except to the extent amended hereby, all terms, provisions and conditions of the Agreement, as it may have been amended from time to time, shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.
7. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Amendment by signing any of such counterparts. Facsimile signatures shall have the same force and effect as the original.

IN WITNESS WHEREOF, the Bank and Client have caused this Amendment to be executed by their duly authorized representatives as of the Effective Date.

JPMORGAN CHASE BANK, N.A.
By Judy Mischel
Name Judy Mischel
Title Executive Director
Title Commercial Card
Date 7-10-2018

Client Authorization: The undersigned is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing), as applicable, of Client, authorized to bind Client to enter into and to perform its obligations under this Amendment. The undersigned certifies to Bank that the governing body of Client has adopted resolutions or other appropriate and binding measures authorizing Client to enter into and perform its obligations under this Amendment and that those resolutions or other appropriate and binding measures were: (a) adopted in accordance with, as applicable, all requirements of law and Client's organizational or constituent documents, (b) have been entered into the minute books or company records of Client, and (c) are now in full force and effect. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

INDEPENDENT SCHOOL DISTRICT
NUMBER 1 OF TULSA COUNTY

By Suzanne Schreiber
Name Suzanne Schreiber
Title Board President
Date 7/6/2018

APPROVED AS TO FORM

Note: The legal name of any member, managing member or general partner who is signing but is not an individual person must appear in the signature block.

Client Attestation: The undersigned officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client, hereby certifies that the individual signing above on behalf of Client has been duly authorized to bind Client and to enter into and perform its obligations under this Amendment and that the person signing above on behalf of Client, whose execution of this Amendment was witnessed by the undersigned, is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client possessing authority to execute this Amendment. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

By James C. Weinstock
Name James C. Weinstock
Title Director
Date 7/10/18

Note: The person signing the attestation shall be someone different from the person signing above on behalf of Client.

EXHIBIT B-1

FEES & INCENTIVES

1. **DEFINITIONS.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement.

"Average File Turn" has the meaning given to it in Section 3.A.

"Combined Large Ticket Transaction Volume" means the sum of U.S. Large Ticket Transaction Volume and U.S. Single-Use Large Ticket Transaction Volume.

"Combined Net Charge Volume" means the sum of U.S. Net Charge Volume and U.S. Net Single-Use Charge Volume.

"Combined Total Charge Volume" means the sum of U.S. Total Charge Volume and U.S. Total Single-Use Charge Volume.

"Contract Year" means a 12-month period beginning on the Effective Date of this Amendment or any anniversary of such date.

"Credit Card Network" or "Network" means either MasterCard International, Inc. or Visa U.S.A., Inc.

"Credit Losses" means all amounts due to Bank in connection with any and all Cards or Accounts that Bank has written off as uncollectible, excluding amounts due in respect of Fraudulent Transactions.

"Fraudulent Transactions" means Transactions made on a Card or Account by a person, other than Client or Cardholder, who does not have actual, implied, or apparent authority for such use, and which the Cardholder or Client receives no direct or indirect benefit.

"Large Ticket Transaction" means a Transaction that the Credit Card Networks have determined qualifies as a large ticket transaction.

"Participant" means a government, non-for-profit or private universally entity located in the State of Oklahoma that is accepted and approved by Bank to participate in the Oklahoma Purchasing Card Consortium and, solely for purposes of this Exhibit B-1, the Client.

"Settlement Terms" means the combination of the number of calendar days in a billing Cycle and the number of calendar days following the end of a billing Cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing Cycle and Y is the number of calendar days following the end of a billing Cycle to the date the payment is due.

"U.S. Large Ticket Transaction Volume" means total Large Ticket Transactions made on any and all U.S. dollar issued Cards or Accounts, net of returns, cash advances, convenience check amounts, Fraudulent Transactions and any Transactions that do not qualify for interchange under applicable Credit Card Network rules. U.S. Large Ticket Transaction Volume does not include U.S. Single-Use Large Ticket Transaction Volume.

"U.S. Net Charge Volume" means total charges made on any and all U.S. dollar issued Cards or Accounts, net of returns, cash advances, convenience check amounts, Fraudulent Transactions and any Transactions that do not qualify for interchange under applicable Credit Card Network rules. U.S. Net Charge Volume does not include U.S. Large Ticket Transaction Volume, U.S. Net Single-Use Charge Volume, or U.S. Single-Use Large Ticket Transaction Volume.

"U.S. Net Single-Use Charge Volume" means total charges made on any and all U.S. dollar issued Single-Use Accounts, net of returns, cash advances, Fraudulent Transactions and any Transactions that do not qualify for interchange under applicable Credit Card Network rules. U.S. Net Single-Use Charge Volume does not include U.S. Single-Use Large Ticket Transaction Volume.

"U.S. Single-Use Large Ticket Transaction Volume" means total Large Ticket Transactions made on any and all U.S. dollar issued Single-Use Accounts, net of returns, cash advances, convenience check amounts, Fraudulent Transactions and any Transactions that do not qualify for interchange under applicable Credit Card Network rules.

"U.S. Total Charge Volume" means the sum of U.S. Net Charge Volume and U.S. Large Ticket Transaction Volume.

"U.S. Total Single-Use Charge Volume" means the sum of U.S. Net Single-Use Charge Volume and U.S. Single-Use Large Ticket Transaction Volume.

2. REBATES

A. Volume Rebate

Bank will pay each Participant a rebate based on the annual Combined Total Charge Volume of all Participants and the Individual Participant's Combined Total Charge Volume achieved according to the following schedule. The rebate will be calculated as the Volume Rebate Rate (as determined according to the following schedule) multiplied by the annual Individual Participant's Combined Net Charge Volume, subject to the rebate adjustments below.

Combined U.S. Purchasing Card, U.S. Corporate, U.S. One Card and U.S. Single-Use Account Programs*						
Annual Combined Total Charge Volume of all Participants	Individual Participant's Annual Combined Total Charge Volume					
	\$20,000,000	\$15,000,000	\$10,000,000	\$5,000,000	\$1,000,000	\$1
\$1	1.91%	1.89%	1.87%	1.86%	1.84%	0.96%
\$75,000,000	1.78%	1.74%	1.72%	1.70%	1.69%	1.00%
\$100,000,000	1.79%	1.77%	1.75%	1.73%	1.72%	1.02%
\$125,000,000	1.80%	1.78%	1.76%	1.74%	1.73%	1.04%
\$150,000,000	1.81%	1.79%	1.77%	1.75%	1.74%	1.06%
\$200,000,000	1.82%	1.80%	1.78%	1.76%	1.75%	1.07%
\$250,000,000	1.83%	1.81%	1.79%	1.77%	1.76%	1.08%
\$300,000,000	1.84%	1.82%	1.80%	1.78%	1.77%	1.09%

*The above rebate grid is based on 29 Average File Turn days.

B. Large Ticket Rebate

Bank will pay each Participant a rebate based on that Individual Participant's annual Combined Large Ticket Transaction Volume. The rebate will be calculated as the Large Ticket Rebate Rate (as determined according to the following schedule) multiplied by the Individual Participant's annual Combined Large Ticket Transaction Volume, subject to the rebate adjustments below.

U.S. Purchasing Card, U.S. Corporate, U.S. One Card and U.S. Single-Use Account Programs	
Large Ticket Rebate Rate @ 29 Average File Turn days	0.70%

3. REBATE ADJUSTMENTS

A. Average File Turn Adjustment

- i. For purposes of this Section 3.A, "Average File Turn" means the annual average outstanding balance (i.e. sum of the average outstanding balances for each calendar month divided by 12) divided by the annual Combined Total Charge Volume, multiplied by 365.

The Volume Rebate Rate and Large Ticket Rebate Rate will be adjusted (either increased or decreased as applicable) based on the Average File Turn of Client's Program(s) over a Contract Year ("Average File Turn Adjustment").

- ii. If the Participant's actual Average File Turn is less than 29, the Volume Rebate Rate and Large Ticket Rebate Rate will each be increased by 0.0050% for each whole number less than 29. If the Participant's actual Average File Turn is greater than 29, the Volume Rebate Rate and Large Ticket Rebate Rate will each be decreased by 0.0050% for each whole number greater than 29 but less than 46.
- iii. If the Participant's actual Average File Turn under Section 3.A is greater than 46 days, that Participant will not qualify for any rebate payment (as described below in the General Rebate Terms Section).

B. Interchange Rate Adjustment

In the event of a reduction in interchange rates by the Credit Card Networks, Bank reserves the right to adjust the rebate rates and fees accordingly.

4. GENERAL REBATE TERMS

A. Annual Rebates

- I. Rebates will be calculated annually in arrears. Rebate payments will be made in USD within the ninety (90) day period after the end of the Contract Year (the "Rebate Calculation Period") via wire transfer to a business account designated by the Participant and authenticated by Bank. Payment is contingent upon Bank receiving the Participant's wire instructions and Bank's authentication of such instructions prior to the end of the Rebate Calculation Period.
- II. Rebate amounts are subject to reduction by all Credit Losses. If Credit Losses exceed the rebate earned for any Contract Year, the Participant shall pay to Bank the amount in excess of the rebate, which invoice shall be due and payable in accordance with the terms of such invoice. If the Participant is participating in more than one Program, Bank reserves the right to offset any Credit Losses from one Program against any rebate earned under any other Program. In no event will Bank pay a Participant a rebate for the year in which the Agreement is terminated.

B. To qualify for any rebate payment, all of the following conditions must be met.

- I. The Participant is not in default under the Agreement at the time of rebate calculation and payment.
- II. Account(s) must be current at the time of rebate calculation and payment.
- III. Average File Turn must be less than 48 days (as stated in the Average File Turn Adjustment section).

5. SETTLEMENT TERMS

Payment must be received by Bank in accordance with the Settlement Terms. Late payments shall be subject to fees as specified in the Fees Section of this Exhibit. Settlement Terms are 30 & 14 for the U.S. Purchasing Card, U.S. Corporate Card, U.S. One Card and U.S. Single-Use Account Programs unless otherwise agreed to in writing in the Agreement or Participation Agreement and signed by both parties. Participants have the option to select the following Settlement Terms for all Programs in their respective Participation Agreements: 30 & 25, 30 & 14, 30 & 7, 14 & 14 or 14 & 7.

6. FEES

A. The following are fees associated with:

1. U.S. One Card, U.S. Purchasing Card and U.S. Corporate Card Programs for:

- a. Participants who joined the Oklahoma Purchasing Card Consortium on March 17, 2017 or later; and
- b. Participants who joined the Oklahoma Purchasing Card Consortium and were implemented on the HP processor prior to March 17, 2017 and were subsequently converted onto the TSYS processor on March 17, 2017.

2. U.S. Single Use Account Programs for all Participants.

STANDARD SERVICES AND FEES

Late payment charge

Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter

Individual bill: 1% of full amount past due assessed 28 days after end of the Cycle in which payment first became due and each Cycle thereafter

International transaction	1.5% of the US Dollar amount charged
Rush card	\$25 per card if processed through Bank.
Standard card	\$0.00

ADDITIONAL SERVICES AND FEES

Cash advances	2.6% of amount advanced (\$2.50 minimum with no maximum)
Convenience check	2% of check amount (\$1.50 minimum with no maximum)
Executive card	\$75 annual fee per card
Corporate card rewards	\$75 annual fee per card. A rewards program annual fee of \$75 will be assessed to each Cardholder's travel card account. The annual fee will be divided as follows: \$35 dollars will cover Bank's administrative costs and the remaining \$40 will be put into the Client's redemption pool. Bank may at any time change the amount of the annual fee and/or the allocation of this amount without notice. If the rewards program redemption expenses incurred each calendar year (regardless of when points are earned) exceed the amount of funds available in the redemption pool (the "excess redemption expenses"), the excess redemption expenses will be deducted from any rebate. If the rebate earned is not sufficient to cover the excess redemption expenses, Bank will invoice the Client for the excess redemption expenses. The Client shall pay such invoice within 14 days of receipt.

If Participant requests services not listed in this schedule, Participant agrees to pay the fees associated with such services.

B. The following fees are associated with:

U.S. One Card, U.S. Purchasing Card and U.S. Corporate Card Programs for Participants who joined the Oklahoma Purchasing Card Consortium and were implemented on the TSYS processor prior to March 17, 2017:

STANDARD SERVICES AND FEES

Late payment fee	Central bill: None Individual bill: \$10 late fee at the end of the first Cycle NOTE: Client can be billed both a late fee and a finance charge
Delinquency/Finance charge	Central bill: Prime + 2.00 is applied to the average daily balance, which is calculated as follows: (past due balance + any new spend) / number of days in Cycle. Will be charged at the end of the first Cycle and each Cycle thereafter.
International transaction	1% surcharge
Standard Card	\$0.00

ADDITIONAL SERVICES AND FEES

Cash advances	2.0% of advance amount (\$3.00 minimum with no maximum)
Rush card	\$25 per card if processed through Bank.

If Participant requests services not listed in this schedule, Participant agrees to pay the fees associated with such services.

J.P.Morgan

July 29, 2016

Independent School District Number 1 of Tulsa County
3027 South New Haven
Tulsa, OK 74147
Attn: Linda Phillips

Dear Linda:

We are writing in connection with the Oklahoma Purchasing Card Agreement (the "Agreement") dated as of September 15, 2010 between JPMorgan Chase Bank, N.A. (the "Bank") and Independent School District Number 1 of Tulsa County (the "Client").

Subject to the terms and conditions of the Agreement, effective March 17, 2017:

1. the fees applicable to all U.S. programs for any new Participants that join the consortium following March 17, 2017 are attached hereto.
2. the fees applicable to all U.S. Commercial Card Programs, including U.S. Single Use Account Programs, that were on the HP Processor prior to March 17, 2017 are changing. The new fees are attached hereto and will replace the fees that currently apply.
3. the fees applicable to U.S. Single Use Account program(s) are attached hereto.

It is understood and agreed that the terms and conditions of the Agreement shall continue in full force and effect, except as concerns the amendments contained herein. Any terms of your Agreement not described herein will remain in effect.

Unless we are notified by you to the contrary, the Bank will continue to issue cards under the terms of your Agreement and the changes contained herein. The continued use of your cards is evidence of your agreement to be bound by your new fees in accordance with the terms of the Agreement.

If you have any questions, please feel free to contact Ladette Williams at (972) 642-3705 or ladette.harris-williams@chase.com

Kind Regards,



By: _____
John Skinner
Managing Director, Commercial Card
J.P. Morgan

10 South Dearborn, Floor 06, Mail Code IL1-0286, Chicago, IL 60603
JPMorgan Chase Bank, N.A.
Commercial Card

The following are the fees applicable as described above in Sections 1, 2 and 3 of this amendment.

STANDARD SERVICES AND FEES

Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter Individual Bill: 1% of full amount past due assessed 28 days after end of the Cycle in which payment first became due and each Cycle thereafter
International transaction	1.5% of the U.S. Dollar amount charged
Rush card	\$25 per card if processed through the Bank. If processed through the Credit Card Network, the Client shall pay any fees charged by the Credit Card Network.
Standard card	\$0.00

ADDITIONAL SERVICES AND FEES

Cash advances	2.5% of amount advanced (\$2.50 minimum with no maximum)
Convenience check	2% of check amount (\$1.50 minimum with no maximum)
Logo plastic (hot stamp)	\$0.00
Executive card	\$75 annual fee per card
Corporate card rewards	\$75 annual fee per card. A rewards program annual fee of \$75 will be assessed to each Cardholder's travel card account. The annual fee will be divided as follows: \$35 dollars will cover the Bank's administrative costs and the remaining \$40 will be put into the Client's redemption pool. The Bank may at any time change the amount of the annual fee and/or the allocation of this amount without notice. If the rewards program redemption expenses incurred each calendar year (regardless of when points are earned) exceed the amount of funds available in the redemption pool (the "excess redemption expenses"), the excess redemption expenses will be deducted from any rebate. If the rebate earned is not sufficient to cover the excess redemption expenses, the Bank will invoice the Client for the excess redemption expenses. The Client shall pay such invoice within 14 days of receipt.

If the Client requests services not listed in this table, the Client agrees to pay the fees associated with such services.

J.P.Morgan

October 7, 2014

Independent School District Number 1 of Tulsa County
3027 S. New Haven
Tulsa, OK 74147
Attn: Linda Phillips

Dear Ms. Phillips:

We are writing in connection with the Oklahoma Purchasing Card Agreement (as may be amended, restated or replaced from time to time, the "Agreement") dated as of September 15, 2010 between JPMorgan Chase Bank, N.A (the "Bank"), and Independent School District Number 1 of Tulsa County (the "Client").

Subject to the terms and conditions of the Agreement, this amendment is effective as of the date written above.

- The fees attached hereto are hereby added to the Fees section of Exhibit B.

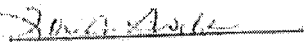
It is understood and agreed that the terms and conditions of the Agreement shall continue in full force and effect, except as concerns the amendments contained herein.

Unless we are notified by you to the contrary, the Bank will continue to issue cards pursuant to the terms of the Agreement and the changes contained herein. Your continued use of such cards is evidence of your agreement to be bound by the above-referenced terms and in accordance with the terms of the Agreement and the changes contained herein.

If you have any questions, please feel free to contact Ladette Harris-Williams at (972) 642-3705.

Sincerely,

JPMorgan Chase Bank, N.A.

By: 

Fees - U.S. - TSYS

The following are the fees associated with U.S. Purchasing Card and U.S. Travel Card programs:

PROGRAM FEES	
Returned checks (payment)	\$15 per return
ACH returns	\$15 per return
International Charge fee	1% surcharge (Association pass-through)
Miscellaneous	Pass-through charges for other specialized services (case-by-case)
PAST-DUE FEES	
Late fee	Central bill: None
Delinquency/Finance charge	Central bill: Prime + 2.00% is applied to the average daily balance, which is calculated as follows: (past due balance + any new spend) / number of days in cycle. Will be charged at the end of the first cycle and each cycle thereafter.
TRAINING AND CONSULTING	
Training	\$0.00 for first on-site training(s); additional on-site training(s) @ \$1,550/day each.
OPTIONAL PROGRAM & TECHNOLOGY SERVICES	
File transfer fee	Waived
Cash advances	2.0% (\$3.00 minimum with no maximum)
Convenience checks	2% of check amount (\$1.50/check minimum with no maximum)
Rush Cards (emergency replacement cards)	\$25 per card if processed through Bank (1-2 days). If processed through the Association, Client shall pay any fees charged by the Association.
Duplicate statements	\$5 per paper statement
PaymentNet platform fee	Waived
Smartdata platform fee	Waived
EDI setup/transmission fee	Pass-through on all setup and development costs
Custom reporting/ mapper/ programming/ post loader	\$175 per hour (\$1,000 minimum)
CARD DESIGN OPTIONS	
Client logo plastic (hot stamp)	\$0.00
Customized plastic	\$15,000 (per design)
CLIENT HAS OPTED OUT OF THE BELOW ITEMS, SHOULD SERVICE BE REQUESTED, FEES ARE APPLICABLE:	
Executive Elite card	\$325 annually
Executive card	\$75 annually
Corporate card rewards	A rewards program annual fee of \$75 will be assessed to each Cardholder. A rewards program annual fee of \$75 will be assessed to each Cardholder's travel card account. The annual fee will be divided as follows: \$35 dollars will cover Bank's administrative costs and the remaining \$40 will be put into Client's redemption pool. Bank may at any time change the amount of the annual fee and/or the allocation of this amount without notice. If the rewards program redemption expenses incurred each calendar year (regardless of when points are earned) exceed the amount of funds available in the redemption pool (the "excess redemption expenses"), the excess redemption expenses will be deducted from any rebate. If the rebate earned is not sufficient to cover the excess redemption expenses, Bank will invoice Client for the excess redemption expenses. Client shall pay such invoice within 14 days of receipt.

If Oklahoma Purchasing Card Consortium requests services not listed in this table, your organization agrees to pay the fees associated with such services.

J.P.Morgan

August 19, 2013

Independent School District Number 1 of Tulsa County
3027 S. New Haven
Tulsa, OK 74147
Attn: Linda Phillips

Dear Ms. Phillips:

We are writing in connection with the Oklahoma Purchasing Card Agreement (the "Agreement"), dated as of September 15, 2010, between JPMorgan Chase Bank, N.A. (the "Bank"), and Independent School District Number 1 of Tulsa County (the "Client").

Subject to the terms and conditions of the Agreement, this amendment is effective as of April 30, 2013 (the "Effective Date").

The Bank and Client acknowledge and agree that as of the Effective Date, the provision for the 'Average Fileturn De-Escalator' on Exhibit B of the Agreement, is hereby restated to read:

"Average Fileturn De-Escalator"

If the Average Fileturn for the prior Contract Year period exceeds 29 days, a de-escalator of 0.01% per day rebate rate reduction will be deducted for each day greater than 29 up to a maximum Average Fileturn of 43 days."

It is understood and agreed that the terms and conditions of the Agreement shall continue in full force and effect, except as concerns the amendments contained herein.

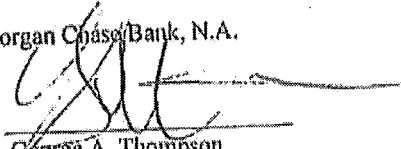
Unless we are notified by you to the contrary, the Bank will continue to issue cards pursuant to the terms of the Agreement and the changes contained herein. Your continued use of such cards is evidence of your agreement to be bound by the above-referenced terms and in accordance with the terms of the Agreement and the changes contained herein.

If you have any questions, please feel free to contact Ladette Harris-Williams at (972) 642-3705.

Sincerely,

JPMorgan Chase Bank, N.A.

By:


George A. Thompson
General Counsel, GCC

SECOND AMENDMENT TO OKLAHOMA PURCHASING CARD AGREEMENT

THIS SECOND AMENDMENT (the "Amendment") to the Oklahoma Purchasing Card Agreement (the "Agreement") dated as of September 15, 2010 between JPMorgan Chase Bank, N.A. (the "Bank") and Independent School District Number 1 of Tulsa County (the "Client") is made as of April 30, 2012 (the "Effective Date").

The Bank and the Client agree to amend the Agreement as follows:

- 1) Definitions. Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.
- 2) Exhibit B. Exhibit B, under 'Incentives' is hereby modified to include the following new section to read:

"Average Fileturn De-Escalator

If the Average Fileturn for the prior Contract Year period exceeds 29 days, a de-escalator of 0.01% per day rebate rate reduction will be deducted for each day greater than 20 up to a maximum Average Fileturn of 43 days."

- 3) Continued Effect. Except to the extent amended hereby, all terms, provisions and conditions of the Agreement, as it may have been amended from time to time, shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.
- 4) Counterparts. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Amendment by signing any of such counterparts.

IN WITNESS WHEREOF, the Bank and the Client have caused this Amendment to be executed by their respective authorized officers as of the effective date written above.

JPMORGAN CHASE BANK, N.A.

By: Marcia Blackwelder
Name: Marcia Blackwelder
Title: Senior Banker

INDEPENDENT SCHOOL DISTRICT NUMBER 1 OF TULSA
COUNTY

By: Ruth Ann Fate
Name: Ruth Ann Fate
Title: Board President

Client Attestation:

The undersigned, a duly authorized officer or representative of the Client, does hereby certify that the Client has been duly authorized to enter into and perform this Amendment and that the person signing above on behalf of the Client, whose execution of this Amendment was witnessed by the undersigned, is an officer, partner, member or other representative of the Client possessing authority to execute this Amendment.

By: Linda Phillips
Name: Linda Phillips
Title: Director, Materials Management

APPROVED AS TO FORM

CA

* Note: The person signing the attestation shall be someone different from the person signing above on behalf of the Client.

FIRST AMENDMENT TO OKLAHOMA PURCHASING CARD AGREEMENT

V 1.0_12_05_08

THIS FIRST AMENDMENT (the "Amendment") to the Commercial Card Agreement (the "Agreement") dated as of 9-15-2010 2010 between JPMorgan Chase Bank, N.A. or Chase Bank USA, N.A., as may be determined from time to time (the "Bank"), and Independent School District Number 1 of Tulsa County (the "Client") is made as of 9-15-2010 (the "Effective Date").

The Bank and the Client agree to amend the Agreement as follows:

- 1) **Definitions.** Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.

- 2) **Exhibit B.** The "Large Ticket Incentive – Purchasing Program" and "Large Ticket Incentive – Single Use Account Program" sections of Exhibit B of the Agreement are hereby deleted in their entirety and replaced with the following:

Large Ticket Incentive – Client Purchasing and Single Use Account Programs
Bank will pay the Client an annual rebate of 0.60% on Client's annual Large Ticket Transaction Volume.

Large Ticket Incentive – Participant Purchasing Programs
Bank will pay the Participant on an individual basis an annual rebate of 0.50% on applicable Participant's annual Large Ticket Transaction Volume for 30 day cycle and 14 day payment terms.

Large Ticket Incentive – Participant Single Use Account Programs
Bank will pay the Participant on an individual basis an annual incentive based on annual Average Large Ticket Transaction Size and annual Large Ticket Transaction Volume according to the following schedule, when annual Combined Charge Volume threshold requirements are achieved. The incentive will be calculated as the incentive rate times such Participant's annual Large Ticket Transaction Volume.

AVERAGE LARGE-TICKET TRANSACTION SIZE	REBATE RATE
Less than \$25,000*	0.40%
\$25,000–\$99,999.99	0.20%
Greater than \$100,000	0.10%

*Note currently (i) \$7,200–\$25,000 for MasterCard programs and (ii) \$4,200–\$25,000 for Visa programs. All thresholds are at the discretion of the Acquirer and are not determined by the Bank. "Acquirer" is the financial institution that process transactions for each merchant."

- 3) **Exhibit B.** The "FEES FOR PROGRAMS USING J.P. MORGAN'S PAYMENT SOLUTION" is hereby amended by deleting the fee for "Custom reporting/mapper programming/post-loader" in its entirety and replacing it with the following:

TECHNOLOGY SERVICES

Custom reporting/mapper programming/post-loader \$250 per hour (\$1,000 minimum)*

* Should Independent School District Number 1 of Tulsa County transfer to a new accounting system, the first 20 hours are waived for Tulsa Public Schools. Should Tulsa Public Schools transition to PaymentNet 4, this transition will be completed at no cost for Tulsa Public Schools.

- 4) **Exhibit B.** The "FEES FOR PROGRAMS USING J.P. MORGAN'S PAYMENT SOLUTION" is hereby amended by deleting the fee for "File transfer using FTP" in its entirety and replacing it with the following:

OPTIONAL PROGRAM/TECHNOLOGY SERVICES

File transfer using FTP - Fees waived for Tulsa Public Schools only

Daily	—\$500/month
Weekly	—\$250/month
Bi-weekly	—\$125/month
Monthly	—\$75/month

- 5) **Continued Effect.** Except to the extent amended hereby, all terms, provisions and conditions of the Agreement, as it may have been amended from time to time, shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.
- 6) **Counterparts.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Amendment by signing any of such counterparts.

IN WITNESS WHEREOF, the Bank and the Client have caused this Amendment to be executed by their respective authorized officers as of the effective date written above.

BANK: JPMorgan Chase Bank, N.A.
By: Tammie K Blessing
Name: TAMMIE K BLESSING
Title: V.P.

CLIENT:
By: Lana Turner-Addison
Name: Lana Turner-Addison
Title: Board Chair

Client Attestation:

APPROVED AS TO FORM

The undersigned, a duly authorized officer or representative of the Client, does hereby certify that the Client has been duly authorized to enter into and perform this Amendment and that the person signing above on behalf of the Client, whose execution of this Amendment was witnessed by the undersigned, is an officer, partner, member or other representative of the Client possessing authority to execute this Amendment.

By: Marsha L. Owen
Name: Marsha L. Owen
Title: Purchasing Project Manager

* Note: The person signing the attestation shall be someone different from the person signing above on behalf of the Client.

OKLAHOMA PURCHASING CARD AGREEMENT SINGLE USE ACCOUNTS ADDENDUM

V 1.2_05_07_10

This Single Use Accounts Addendum (this "Addendum") is entered into as of 9-15, 2010 between Independent School District Number 1 of Tulsa County (the "Client"), and JPMorgan Chase Bank, National Association or Chase Bank USA, N.A., as may be determined from time to time (the "Bank") a national banking association.

Reference is made to the Commercial Card Agreement dated 9-15, 2010 between the Client and the Bank (as amended, supplemented, restated or replaced from time to time, the "Agreement"). Except as may be modified in this Addendum, the provisions of the Agreement are incorporated herein mutatis mutandis. In that connection, references to the "Agreement" in the Agreement shall be deemed to be references to this Addendum. Terms used in this Addendum and not otherwise defined herein shall have the meaning ascribed to such term as provided in the Agreement.

In consideration of the mutual promises and upon the terms and conditions herein, Bank will deliver to Client the Network Services described below.

Definitions. Terms defined in the singular shall include the plural and vice versa, as the context requires.

"Single Use Account(s)" means a 16-digit commercial card number issued to the Client in connection with a Single Use Transaction and Single Use Account shall be construed to be an Account as defined in the Agreement.

"Intellectual Property Rights" means patent rights (including patent applications and disclosures), copyrights, trade secrets, Marks (including registrations and applications for registrations thereof), know-how, inventions and any other intellectual property or proprietary rights recognized in any country or jurisdiction in the world.

"Network" means the Bank's Internet based platform for exchanging electronic commercial card payment information data between the Client and its Suppliers and merchant processors related to commercial card settlement.

"Network Security Procedures" means the digital certificates, user logon identifications, passwords, approval limits or other security devices, whether issued or made available by the Bank or a third party, for use by the Bank and the Client in authenticating Network users and Payment Instructions initiated by the Client via the Network.

"Network Services" means the software hosting services, implementation services, training services, support services, and/or consulting services, provided by the Bank to the Client under this Addendum.

"Payment Instruction" means an instruction initiated by the Client, either via file integration or via the user interface, to the Bank via the Network requesting the Bank to provide a Single Use Account to the Supplier.

"Single Use Program" means the commercial card management system composed of Single Use Account controls, and reports to facilitate purchases of and payments for, business goods and services.

"Supplier" means an entity that is enrolled in the Network to exchange and process transaction data relating to payments with the Client and to receive commercial card payments through the Network.

"Single Use Transaction" means a purchase, payment, fee, charge or any other activity that results in a debit to a Single Use Account and shall be construed to be a Transaction as defined in the Agreement.

1. In connection with the Client's participation in the Single Use Program, the Client may initiate and request through the Single Use Program, Single Use Account(s) to be used for payment of Single Use Transactions and must provide to the Bank all required data for processing of Single Use Transactions. The Single Use Accounts are non-transferable and non-assignable. The Single Use Accounts shall remain the property of the Bank. Client shall receive a periodic statement of the Single Use Account Transactions. The Client shall be liable for all Single Use Account Transactions on all Single Use Accounts. Statements will be made available to the Client, either delivered to a U.S. address or in electronic form.
2. During the term of this Addendum and subject to the Client's performance of its obligations hereunder, the Bank will maintain the Network and allow the Client to access the Network for its internal use. The Bank reserves the right at any time to revise or modify the Network's functionality, specifications, and/or capabilities. The Client acknowledges that the Network exchanges payment-related data between Client and Suppliers to effect commercial card settlement.
3. Subject to the terms and conditions of this Addendum, during the term hereof, the Bank grants to the Client a nonexclusive right to access the Network for the sole purpose of receiving the Network Services.

4. The Client has no right to provide access to the Network to any third party. The Client may not access the Network in any manner not contemplated herein, including providing service bureau, time-sharing or other computer services to third parties.
5. The Client's rights to access the Network will be limited to those expressly granted in this Addendum. The Bank reserves all rights, title and interest in and to the Network not expressly granted to the Client hereunder.
6. The Bank or its licensor(s) is and shall remain the sole and exclusive owner of all of the proprietary features and functionality of the Network and Intellectual Property Rights in and to the design, architecture, and software implementation of the Network.
7. Except for those licenses expressly granted hereunder, neither party shall gain by virtue of this Addendum any rights of ownership of Intellectual Property Rights owned by the other. Bank or its licensors shall solely own all Intellectual Property Rights in any enhancements, modifications or customizations of the Network or Network Services and in any ideas, concepts, know how, documentation or techniques which it or its representatives develop or provide under this Addendum.
8. The Bank shall have no responsibility for the terms, conditions or performance of purchase, sale, or payment transactions between the Client and its Suppliers. The Client is responsible for regularly inspecting the Single Use Transaction History available via the Network and promptly notifying the Bank of any errors.
9. The Client is solely responsible for establishing, maintaining and enforcing its internal policies and procedures in conformity with industry standards, to safeguard against the entry of unauthorized approvals, or Payment Instructions into the Network. Client agrees to maintain the confidentiality of the Network Security Procedures and of any passwords, codes, digital certificates, security devices and related instructions for use of the Network. If the Client believes or suspects that any such information or instructions have been accessed by unauthorized persons, the Client shall promptly notify the Bank and will advise the Bank as to the effect of the security breach on its invoice or payment processing procedures and the corrective actions to be taken to restore or verify security over payment processing.
10. All Payment Instructions submitted in the name of the Client are subject to authentication pursuant to the Network Security Procedures. The Bank shall process Client's Payment Instructions when the Payment Instructions are verified by Bank pursuant to the Network Security Procedures. The Bank shall be entitled to rely and act upon all information received from the Client or any Supplier in connection with a Payment Instruction. The Client agrees to be bound by any Payment Instruction, whether or not authorized, issued in Client's name and authenticated by the Bank in accordance with the Network Security Procedures.

BANK JPMorgan Chase Bank, N.A. CLIENT

By: Tammie K. Blessing
 Name: Tammie K. Blessing
 Title: Vice President

By: Lana Turner Addison
 Name: Lana Turner-Addison
 Title: Board President

Client Attestation:

APPROVED AS TO FORM

The undersigned, a duly authorized officer or representative of the Client, does hereby certify that the Client has been duly authorized to enter into and perform this Addendum and that the person signing above on behalf of the Client, whose execution of this Addendum was witnessed by the undersigned, is an officer, partner, member or other representative of the Client possessing authority to execute this Addendum.

By: Marsha L. Owen
 Name: Marsha L. Owen
 Title: Purchasing Project Manager

*Note: The person signing the attestation shall be someone different from the person signing above on behalf of the Client.

J.P.Morgan

January 30, 2012

Independent School District Number 1 of Tulsa County
3027 S New Haven Ave
Tulsa, OK 74114
Attn: Linda Phillips

Dear Ms. Phillips:

We are writing in connection with the Oklahoma Purchasing Card Agreement (the "Agreement"), effective as of September 15, 2010, between JPMorgan Chase Bank, N.A. and Independent School District Number 1 of Tulsa County (the "Client").

Subject to the terms and conditions of the Agreement, the following amendment is effective as of the date first written above:

In reference to the Duplicate Statement Fee, Exhibit B has been amended as follows:

"Duplicate statement \$5 per statement"

It is understood and agreed that the terms and conditions of the Agreement shall continue in full force and effect, except as concerns the amendments contained herein.

Unless we are notified by you to the contrary, the Bank will continue to issue cards pursuant to the terms of the Agreement and the changes contained herein. Your continued use of such cards is evidence of your agreement to be bound by the above-referenced terms and in accordance with the terms of the Agreement and the changes contained herein.

If you have any questions, please feel free call Sue Benoit at (847) 488-8195.

JPMorgan Chase Bank, N.A.

By: 

Paul Szulko
Vice President

OKLAHOMA PURCHASING CARD AGREEMENT (Corporate Liability)

V 1.3_08_07_09

This Commercial Card Agreement (the "Agreement") is entered into as of 9-15, 2010 between Independent School District Number 1 of Tulsa County, (the "Client"), and JPMorgan Chase Bank, N.A. or Chase Bank USA, N.A., as may be determined from time to time, (the "Bank") a national banking association. Commencing on the date of this Agreement, the Bank and the Client hereby agree that the Bank will provide the Commercial Card Program, as hereinafter defined, and the Client may participate in the Program subject to the terms and conditions of this Agreement.

I. **Definitions.** Terms defined in the singular shall include the plural and vice versa, as the context requires.

"Access Code" means the user identification code and password assigned to individuals authorized by the Client, for use in connection with the Program or the System.

"Account" means the Visa or MasterCard account number assigned to a Cardholder and/or the Client, the related account, and any Card bearing such account number.

"Account Credit Limit" means the upper limit established for an extension of credit that the Bank may authorize with respect to an Account.

"Agreement" means this Commercial Card Agreement as it may be amended from time to time.

"Association" means either MasterCard or Visa.

"Authorized User" means individuals authorized by the Client to access and use the Program and System.

"Business Day" means a day on which both the Bank and the Federal Reserve Banks are open for business.

"Card" means a Visa or MasterCard card that is issued by the Bank with respect to an Account.

"Card Request" means a written or electronic transmittal from the Client, requesting the Bank to issue a Card(s) or establish an Account(s).

"Cardholder" means (i) an individual in whose name a Card is issued, and (ii) any other employee, officer, director, or person authorized by the Client or named Cardholder to use a Card or Account.

"Cardholder Agreement" means an agreement between the Bank and a Cardholder, as amended from time to time, governing use of an Account.

"Convenience Checks" means a check written against an Account.

"Client Account" means the account of the Client into which the outstanding balances of all Accounts are aggregated and for which the Client is liable.

"Client Vendor" means a travel agent, travel agency or any other vendor of Client authorized by the Client to charge Transactions to an Account.

"Corporate Liability" means the Client is liable for all Transactions on an Account and such liability shall be as reflected on the Bank's records and subject to this Agreement.

"Credit Limit" means the upper limit established for an extension of credit that the Bank may authorize in connection with this Program under this Agreement.

"Credit Losses" means all amounts, including any related collection costs, due to the Bank in connection with any Account that the Bank has written off as uncollectible, excluding Fraud Losses.

"Cycle" means the monthly period ending on the same day each month, or, if that day is not a Business Day, then the following Business Day or preceding Business Day, as systems may require or such other period as the Bank may specify.

"Fraud Losses" means all amounts due to the Bank in connection with any Account that the Bank has written off as uncollectible as a result of an Account being lost, stolen, misappropriated, improperly used or compromised.

"International Transaction" means any Transaction that is made in a currency other than U.S. dollars or is made in U.S. dollars outside of the United States of America.

"Losses" means all Credit Losses and Fraud Losses.

"Marks" means the name, trade name, and all registered or unregistered service marks of the Client, the Association and the Bank.

"MasterCard" means MasterCard International, Inc.

"MCC" means a Merchant Category Code as designated by Visa or MasterCard.

"Participant" means an entity accepted and approved by Bank to participate in the Oklahoma Purchasing Card Agreement by means of participation agreement.

"Program" means the commercial card system composed of Accounts, Card-use controls, and reports to facilitate purchases of and payments for, business goods and services, established in connection with this Agreement.

"Program Administrator" means an individual authorized by the Client to perform various administrative and security functions in connection with the Program and System.

"System" means the conduit through which the Client can access Account and Transaction data and reports.

"Transaction" means a purchase, a cash advance, use of a convenience check, fees, charges or any other activity that results in a debit to an Account.

"Oklahoma Purchasing Card Agreement" means the agreement comprised of the Client and the approved Participants under this Agreement.

"Visa" means Visa U.S.A., Inc.

2. **Obligations of the Bank.** In connection with the Client's participation in the Program, the Bank shall:

- A. Establish Accounts and where applicable issue Cards with such capabilities as may be elected by the Client and agreed to by the Bank from time to time. Any Cards and any Cardholder statements will be delivered to a U.S. address of the Client or Cardholder unless otherwise agreed. The Accounts are non-transferable and non-assignable. The Cards shall remain the property of the Bank.
- B. The Bank may investigate the identity of the Client and any proposed or existing Cardholder by obtaining, verifying, and recording personal identifying information, and may if reasonably necessary obtain such information from third parties.
- C. Make available to the Client any corporate liability waiver coverage extended by Visa or MasterCard in connection with suspected employee misuse of an Account.
- D. Provide to Participants a Program through an agreement in the form attached hereto as Exhibit C (the "Participation Agreement"). The Bank reserves the right to evaluate the creditworthiness of each Participant and may refuse to provide a Program to entities which do not meet the Bank's criteria for credit approval or for any other reasons. The Bank in its sole discretion shall determine whether or not to issue Cards or establish Accounts for such Participant and incur no liability to the Client for payments hereunder or otherwise, due to any failure to issue any Card or establish any Account for a Participant.

3. **Obligations of the Client.** In connection with the Program, the Client shall:

- A. Initially request a minimum of ten (10) Accounts in connection with the Program by submitting a Card Request. From time to time the Client may submit to the Bank a Card Request form for additional cards. The Card Request shall be in a form approved by the Bank, shall include all information required by the Bank, and shall be accompanied by such evidence of authority for the Card Request as the Bank may require. All Card Requests shall be delivered to the Bank in a secure, encrypted, or password protected format or by such other method as may be mutually agreed to by the parties. By submitting any Card Request, the Client represents to the Bank that the information contained therein is consistent with the Client's own records concerning the listed Cardholder or entity. The Client represents that the Cards and Accounts to be issued and established under this Agreement are substitutes for accepted cards and accounts, or will be sought and issued only in response to written requests or applications for such Cards or Accounts obtained by the Client from the prospective Cardholders in accordance with Section 226.12 (a) of Regulation Z of the Federal Truth in Lending Act. The Client shall retain such applications (paper or electronic) for any Account when such application is not provided to the

Bank, for a period of twenty-five (25) months after the application has been received and acted upon. The Client agrees to use reasonable security precautions to safeguard Accounts in connection with their storage, use, and dissemination of Accounts.

- B. Notify each Cardholder that the Accounts are to be used only for business purposes, for purchase transactions, travel and entertainment, cash advances, and fleet and fuel transactions in each case that benefit the Client either directly or indirectly.
- C. Clearly disclose to each of its Cardholders that the Bank may provide Transaction and Account Information to merchants and third parties that provide reporting, products or services to the Client and such information may include, but is not limited to, charge transactions, payment history and reimbursements.
- D. Make commercially reasonable efforts to (i) maintain a process ensuring timely and accurate reimbursement of all business purchase transactions to its Cardholders, (ii) not exceed the Credit Limit or permit Cardholders to exceed the Account Credit Limits, and (iii) collect and destroy any Cards it no longer requires in connection with this Program.
- E. Immediately notify the Bank of any Account for which the Client no longer has use.
- F. Immediately notify the Bank by phone of any Account that the Client knows or suspects has been lost, stolen, misappropriated, improperly used or compromised.
- G. Comply with all requirements of any corporate liability waiver coverage. Any balance outstanding associated with an Account for which a corporate liability waiver is requested shall become immediately due and payable.
- H. Notify the Bank of any Transaction the Client disputes within sixty (60) days of the last day of the Cycle during which such Transaction is charged to the Client. The Client will use commercially reasonable efforts to assist the Bank in attempting to obtain reimbursement from the Merchant. The Bank will use commercially reasonable efforts to assist the Client in attempting to obtain reimbursement from the Merchant; provided, however, the Client understands that no chargebacks will be granted for Transactions resulting from Account usage where a Cardholder's name is not embossed on a Card or where there is no Card associated with such Account. The Client or Cardholder shall not be relieved of liability for any disputed Transaction if the chargeback is rejected. The Bank shall not be liable for any Transaction where notice of the disputed Transaction is received from the Client more than sixty (60) days after the last day of the Cycle during which such Transaction is charged to the Client. The Client shall not make a claim against the Bank or refuse to pay any amount because the Client or the person using the Card may have a dispute with any Merchant as to the goods or services purchased from such Merchant which has honored the Card for that purchase.

4. **Liabilities of the Client.**

- A. Regardless of any established Credit Limits or Account Credit Limits, the Client agrees to pay and perform when due all of its obligations, including without limitation:
 - i) With respect to Corporate Liability Accounts, the Client shall be liable for all amounts owing and payable under or in connection with each such Account and this Agreement. The Client shall make payment as specified on Exhibit B for all Transactions posted to a Client Account as reflected on a periodic statement no later than the payment date (the "Payment Date"). If such Payment Date is a Saturday, Sunday, or Bank holiday, the payment shall be due on either the previous or the next business day as specified on the periodic statement. If all or any portion of a payment owed by the Client is not received by the Bank by the Payment Date, then any amounts outstanding shall be subject to the late fees and delinquency fees as specified on Exhibit B until payment in full of all such amounts.
- B. The Client shall immediately notify the Bank by phone of any Account that the Client knows or suspects has been lost, stolen, misappropriated, improperly used or compromised. The Client shall not be liable for fraudulent Transaction(s) made on an Account by persons other than employees or agents of Client and Client Vendors provided that (i) the Client or Cardholder has immediately notified the Bank as specified in the previous sentence; (ii) neither the Client nor the Cardholder has received any direct or indirect benefit from such fraudulent Transaction(s); (iii) the Program has been set-up and operated by the Client in accordance with Bank's fraud reduction best practices as designated by the Bank (including, but not limited to blocking high risk MCCs; payment to Bank by Client rather than Cardholder for approved expenses; limiting cash advances; adhering to transaction, daily and cycle limits established by the Bank); (iv) Client maintains reasonable security precautions and controls regarding the dissemination, use and storage of Cards and Transaction data; and (v) the Client notifies the Bank no later than ten (10) days after the date a paper or electronic statement in which the fraudulent Transaction(s) first appeared was first made available to the Client.
- C. Payments under this Agreement shall be made in U.S. dollars drawn on a U.S. bank or a U.S. branch of a foreign bank.
- D. If the Client elects to add Convenience Check capabilities to any Account, the Client will be liable for the amount of all Convenience Checks processed, paid, and posted to such Account without regard to any instructions or legends which may appear on such Convenience Checks.

- E. If the Client allows a Client Vendor to charge Transactions to an Account, the Client is solely responsible for instructing such Client Vendor in the handling and processing of Transactions. Client Vendors are for all purposes agents only of the Client and not of the Bank. No fee shall be payable by the Bank to any Client Vendor for performing any services.

The Bank may request the Client to deliver to the Bank authorization information for each Client Vendor including, but not limited to (a) the name and address of each authorized individual of the Client Vendor, and (b) such other information in such format as the Bank may in its sole discretion request.

The Client shall immediately notify the Bank upon revoking a Client Vendor's authority. Notwithstanding anything to the contrary in this Agreement, the Client shall be liable for all amounts owing and payable under or in connection with each such Account and this Agreement.

5. Intentionally deleted.

6. Credit.

- A. The Bank, at its sole discretion, may authorize extensions of credit with respect to (i) each Account up to the Account Credit Limit, and (ii) all Accounts up to the Credit Limit. Notwithstanding the foregoing, if the Client and/or the Cardholder exceed the Credit Limit and/or the Account Credit Limit, the Client and/or Cardholder shall pay all amounts exceeding the Credit Limit and/or Account Credit Limit as applicable.

- B. If not publicly available through the Securities and Exchange Commission, the Client shall provide the Bank with copies of its consolidated audited financial statements, including its annual income statement and balance sheet, prepared in accordance with GAAP or Government Auditing Standards, as soon as available and no later than 150 days after the end of each fiscal year. The Client shall provide such other current financial information as the Bank may request from time to time. If applicable, the Client will notify the Bank within five Business Days of any change in the Client's bond rating. The Bank shall be entitled to receive, and to rely upon, financial statements provided by the Client to Bank affiliates, whether for purposes of this Agreement or for other purposes.

- C. The Bank at any time may cancel or suspend the right of Cardholders to use any Account or Accounts, or decline to establish any Account. The Bank may, at any time, increase or decrease any Account Credit Limit or the Credit Limit, modify the payment terms, or require the provision of collateral or additional collateral.

- D. The Bank may from time to time require MCC authorization restrictions in connection with the Program.

- E. Notwithstanding the foregoing, the Bank shall not be obligated to extend credit or provide any Account to the Client or any Cardholder in violation of any limitation or prohibition imposed by applicable law.

7. Programs and System Access.

- A. The Bank shall provide the Client with password-protected daily access to Account and Transaction data, reports, and account maintenance functions through use of an Access Code. The Bank shall assign an Initial Access Code to the Program Administrator. The Program Administrator shall create and disseminate Access Codes to Authorized Users. Such access shall be provided in accordance with such manuals, training materials, and other information as the Bank shall provide from time to time.

- B. The Client agrees to be bound by and follow the security procedures, terms and conditions that the Bank may communicate from time to time upon notice to the Client.

- C. The Client shall safeguard all Access Codes and be responsible for all use of Access Codes issued by the Program Administrator. The Client agrees that any access, Transaction, or business conducted using an Access Code may be presumed by the Bank to have been in the Client's name for the Client's benefit. Any unauthorized use of an Access Code (except for unauthorized use by a Bank employee) shall be solely the responsibility of the Client.

- D. The Bank is authorized to rely upon any oral or written instruction that designates an Authorized User until the authority of any such Authorized User is changed by the Client by oral or written instruction to the Bank, and the Bank has reasonable opportunity to act on such instruction. Each Authorized User, subject to written limitation received and accepted by the Bank, is authorized on behalf of the Client to: open and close Accounts, designate Cardholders, appoint and remove Authorized Users, execute or otherwise agree to any form of agreement relating to the Program, including, without limitation, materials related to security procedures; and give instructions, by means other than a written signature, with respect to any Account opening or closure, designation of Cardholders, or appointment of Authorized Users, and any other matters in connection with the operation of the Program or the System.

- E. In connection with use of the System, the Client may instruct the Bank to furnish specific Transaction data to third parties that provide reporting products or services to the Client. The Bank will transmit the Transaction data, without representation or warranty to such third parties identified in such instructions.
8. **Representations and Warranties.** Each party represents and warrants that this Agreement constitutes its legal, valid and binding obligation enforceable in accordance with its terms, and that execution and performance of this Agreement (i) do not breach any agreement of such party with any third party, (ii) do not violate any law, rule, or regulation, or any duty arising in law or equity applicable to it, (iii) are within its organizational powers, and (iv) have been authorized by all necessary organizational action of such party.
9. **Fees and Charges.** The Client agrees to pay the fees and charges as specified by the Bank, from time to time. The fees initially applicable are specified in Exhibit B attached hereto. The Bank may change the fees, charges and incentives at any time provided the Bank notifies the Client at least thirty (30) days prior to the effective date of the change. Should there be a need to perform services other than those specified in Exhibit B, the Client agrees to pay the fees and charges associated with any such service.
10. **Incentives.** The Bank may pay the Client an annual incentive award. The incentive award schedule initially applicable is specified in Exhibit B. In no event shall the Bank pay the Client an incentive award for the year in which the Agreement is terminated. Notwithstanding the foregoing, should Client terminate the Agreement at the end of a full calendar year, the Bank shall pay the Client an incentive award for such full calendar year. The Client assumes responsibility for compliance with all laws, regulations and contractual obligations applicable to the Client pertaining to receipt of incentives, including but not limited to any relating to any funding sources, where applicable.
11. **Termination.** This Agreement shall have an initial term of four (4) years from the date first written above unless otherwise terminated pursuant to the provisions of this paragraph. Thereafter, this Agreement shall be successively renewed for two (2) two-year terms upon the anniversary of the effective date. This Agreement may be terminated by the Bank at any time for any reason and the Bank may refuse to allow further Transactions or revoke any of the Accounts at any time and for any reason. The Client also may terminate this Agreement and/or cancel any of the Accounts at any time and for any reason. The Client shall immediately pay all amounts owing under this Agreement, without set-off or deduction, and destroy all physical Cards furnished to Cardholders. The Bank will assign the Client all its rights concerning such amounts paid. In the event collection is initiated by the Bank, the Client shall be liable for payments of reasonable attorneys' fees, including but not limited to reasonable in-house counsel fees incurred by the Bank. Sections 2.B, 3.D, 3.G, 3.H, 3.I, 4., 5., 6.A, 9., 11., 12., 13., 14., 16., 17.A, 17.C, 17.F, 17.G, 17.H, 17.I, 17.J, 17.L, and 17.N shall survive the termination of this Agreement.
12. **Default.** As used herein, "Default" includes (i) the Client failing to remit any payment to the Bank as required by this Agreement; (ii) either party filing or suffering a petition as debtor in any bankruptcy, receivership, reorganization, liquidation, dissolution, insolvency, or other similar proceedings, or making any assignment for the benefit of creditors; (iii) default by the Client under any material debt owed to any Bank related entity; (iv) any material adverse change in the business, operations or financial condition of the Client.
13. **Remedies and Damages.** Upon the event of a default either party may terminate this Agreement or the Bank may, at its sole option, suspend its services or obligations. In the event of termination, Bank reserves the right to declare all obligations of the Client hereunder immediately due and payable. In no event shall termination or expiration release or discharge the Client from its obligation to pay all amounts payable under this Agreement.
14. **Limitation of Liability and Indemnification.** The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The Client shall be responsible for the acts and omissions to act of its officers and employees while acting within the scope of their employment according to the Governmental Tort Claims Act, Title 51, O.S., 2001, Section 151 et seq. The Bank shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents. The Bank agrees to hold harmless the Client from any claims, demand and liabilities resulting from any negligent or willful act or omission on the part of the Bank and/or its agents, servants, and employees in the performance of this Agreement. Notwithstanding the foregoing, the Bank shall not be liable for any special, indirect or consequential damages, even if it has been advised of the possibility of these damages. This provision shall survive termination of this Agreement as to matters that occurred during its term.
15. **Notices.** All notices and other communication required or permitted to be given under this Agreement shall be in writing except as otherwise provided herein and shall be effective on the date on which such notice is actually received by the party to which addressed. All notices shall be sent to the address set forth below or such other address as specified in a written form from one party to the other.

To the Bank:

JPMorgan Chase Bank, N.A.
300 South Riverside Plaza, Suite IL1-0199
Chicago, IL 60670-0199
Attn: Commercial Card Contracts Manager

To the Client:

Independent School District Number 1 of Tulsa County

P.O. Box 470208
Tulsa, Oklahoma 74477-0208
Attn: Linda Phillips, Director of Purchasing

16. Confidentiality. Except as expressly provided in this Agreement, all information furnished by either party in connection with this Agreement, the Program, or Transactions thereunder shall be kept confidential and used by the other party only in such connection, except to the extent such information (a) is already lawfully known when received, (b) thereafter becomes lawfully obtainable from other sources, (c) is required to be disclosed to, or in any document filed with the Securities and Exchange Commission, banking regulator, or any other governmental agencies, or (d) is required by law to be disclosed. Each party shall advise all employees, consultants, agents, and other representatives (collectively, "Representatives") who will have access to confidential information about these obligations. A party shall disclose confidential information only to its Representatives involved in this Agreement, the Program, or the Transactions. Upon termination of this Agreement, each party shall, at its option, return, destroy or render unusable, and discontinue use of all copies of the other party's Confidential Information upon request of the other party. The party receiving such request may, because of system requirements or as may be required by its own record keeping requirements, retain any of the other party's Confidential Information, provided, however, its obligation of confidential treatment shall remain in place. If requested in writing, such party shall certify its compliance with the foregoing provisions. The Bank may exchange Client and Cardholder confidential information with affiliates. The Bank may also disclose confidential information to service providers in connection with their supporting the Bank's provision of Program services. Such providers shall be obligated to keep that information confidential under the same terms and conditions as set forth above obligating the Bank. The Bank may exchange credit or other information concerning the Client or Cardholders with credit reporting agencies and merchants (and, in the case of Cardholder information, with the Client), including but not limited to information concerning Transactions, payment history, reimbursements, and employment status and location. The Bank may in its sole discretion make an adverse report to credit reporting agencies if a Cardholder fails to pay or is delinquent in paying an Account.

The restrictions on use in this Section 16 shall not apply to information or data in aggregated and/or anonymized form, and shall not prohibit the use by Bank of any statistical, aggregate information that is not identified with the Client or any Supplier for creation of statistical marketing studies for research, product development and promotion or strategic planning.

17. Miscellaneous.

- A. Except as otherwise provided herein, neither party shall use the name or logo of the other party without its written consent. If the Client elects to have its Marks embossed on the Cards or provide them to the Bank for other uses, the Client hereby grants the Bank a non-exclusive limited license to apply the Marks to the Cards solely for use in connection with the Program and for no other purpose.
- B. If any provision in this Agreement is held to be inoperative, unenforceable, or invalid, such provision shall be inoperative, unenforceable, or invalid without affecting the remaining provisions, and to this end the provisions of this Agreement are declared to be severable. Failure of either party to exercise any of its rights in a particular instance shall not be construed as a waiver of those rights or any other rights for any purpose.
- C. Nothing in this Agreement shall constitute or create a partnership, joint venture, agency, or other relationship between the Bank and the Client. To the extent either party undertakes or performs any duty for itself or for the other party as required by this Agreement, the party shall be construed to be acting as an independent contractor.
- D. In the regular course of business, the Bank may monitor, record, and retain telephone conversations made or initiated to or by the Bank, from or to the Client or Cardholders. Further, the Bank may share any such conversations with the Client to the extent permitted by law.
- E. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Client and the Bank and their respective successors and assigns. This Agreement or any of the rights or obligations hereunder may not be assigned by the Client without the prior written consent of the Bank. In no event shall the Client be relieved of liability to the Bank arising hereunder unless and until a purchaser, transferee, assignee, or other successor in interest to the Client's business shall expressly assume such liability in writing and the Bank accepts such assumption of liability in writing, which acceptance by the Bank shall be solely within the Bank's discretion.

- F. The Bank shall not be held responsible for any act, failure, event, or circumstance addressed herein if such act, failure, event, or circumstance is caused by conditions beyond its reasonable control.
- G. This Agreement embodies the entire agreement and understanding between the Client and the Bank and supersedes all prior agreements and understandings between the Client and the Bank relating to the subject matter hereof. All representations and warranties of the Client contained in this Agreement shall survive the execution of this Agreement and consummation of the Transactions contemplated hereunder.
- H. This Agreement may be amended or waived only by notice to the Client in writing from the Bank. All remedies contained in this Agreement or by law afforded shall be cumulative and all shall be available to the parties hereto.
- I. If applicable, any taxes (excluding federal and state income taxes on the overall net income of the Bank) or other similar assessments or charges payable or ruled payable by any governmental authority in respect of the Agreement or the Transactions contemplated hereunder shall be paid by the Client together with interest and penalties, if any. To the extent that the Client would have or be able to claim sovereign immunity in any action, claim suit or proceeding brought by the Bank, the Client irrevocably waives and agrees not to claim such immunity.
- J. Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the provisions of the Agreement. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.
- K. **International Transactions and Fees.** International Transactions include any Transaction made in a foreign currency or that is made outside the United States of America even if it is made in U.S. dollars. If an International Transaction is made in a currency other than U.S. dollars, the Association will convert the Transaction into U.S. dollars using its respective currency conversion procedures. The exchange rate each Association uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date when the International Transaction occurred or when the Account was used. The Bank reserves the right to charge an International Transaction Fee, as specified in Exhibit B. The International Transaction Fee will be calculated on the U.S. dollar amount provided to the Bank by the Association. The same process and charges may apply if any International Transaction is reversed.
- L. This Agreement may be signed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same Agreement. This Agreement shall become effective as of the date first appearing above when each of the parties hereto shall have signed a counterpart hereof.
- M. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES, AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF OKLAHOMA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. CLIENT HEREBY WAIVES ANY RIGHT TO PERSONAL SERVICE OF ANY PROCESS IN CONNECTION WITH ANY ACTION, AND HEREBY AGREES THAT SERVICE MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO THE CLIENT AS SPECIFIED IN SECTION 15. THE PARTIES HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY.

[SIGNATURE PAGE TO FOLLOW]

JPMorgan Chase Bank, N.A.

BANK

By:

Tammie K. Blessing

Name:

Tammie K. Blessing

Title:

V.P.

INDEPENDENT SCHOOL DISTRICT NUMBER 1 OF TULSA
COUNTY

By:

Lana Turner-Addison

Name:

Lana Turner-Addison

Title:

Board President

Client Attestation:

APPROVED AS TO FORM

The undersigned, a duly authorized officer or representative of the Client, does hereby certify that the Client has been duly authorized to enter into and perform this Agreement and that the person signing above on behalf of the Client, whose execution of this Agreement was witnessed by the undersigned, is an officer, partner, member or other representative of the Client possessing authority to execute this Agreement.

By:

Marsha L. Owen

Name:

Marsha L. Owen

Title:

Purchasing Project Manager

* Note: The person signing the attestation shall be someone different from the person signing above on behalf of the Client.

**EXHIBIT A
CARDHOLDER AGREEMENT
(IF APPLICABLE)**

EXHIBIT B

INCENTIVES & FEES | JPMORGAN CHASE BANK, N.A./CHASE USA BANK, N.A.

Oklahoma Purchasing Card Agreement

DEFINITIONS

"Association" means either MasterCard or Visa.

"Average Annual Spend per Card" means the result of annual Charge Volume divided by the average number of open Accounts. The average number of open Accounts is calculated as the number of Accounts open at each month-end, averaged over a Contract Year.

"Average Filleturn" means the number of days between the transaction posting date and the posting date of payment in full, averaged over the rebate calculation period.

"Average Large Ticket Transaction Size" means Large Ticket Transaction Volume divided by the total number of transactions included in the calculation of Large Ticket Transaction Volume.

"Charge Volume" means total U.S. dollar charges on a Bank Commercial Card, net of returns, and excluding Large Ticket Transactions, cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Client Charge Volume" means the combined Charge Volume and Single Use Charge Volume made by the Client.

"Combined Charge Volume" means the aggregate of Client Charge Volume and Participant Charge Volume.

"Contract Year" means a 12-month period beginning on July 1 or any anniversary of such date.

"Credit Losses" means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible, excluding Fraud Losses.

"Fraud Losses" means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible as a result of a card being lost, stolen, misappropriated, improperly used or compromised.

"Large Ticket Transaction" means a transaction that the Associations have determined is eligible for a Large Ticket Rate. As of the date of this Agreement, Large Ticket Transactions must (i) occur at a non-Travel & Entertainment Merchant Category Code (MCC), (ii) include enhanced transaction data, and (iii) be acknowledged by the supplier's acquirer as a Large Ticket Transaction. Large Ticket Transaction requirements are subject to change at any time by the Association.

"Large Ticket Transaction Volume" means total U.S. dollar Large Ticket Transactions made on a Bank Commercial Card or Single Use Account, net of returns and excluding cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Losses" means all Credit Losses and Fraud Losses.

"Participant Charge Volume" means the combined Charge Volume and Single Use Charge Volume made by a Participant.

"Settlement Terms" means the combination of the number of calendar days in a billing cycle and the number of calendar days following the end of a billing cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing cycle and Y is the number of calendar days following the end of a billing cycle to the date the payment is due.

"Single Use Charge Volume" means total U.S. dollar charges made on a Single Use Account, net of returns, and excluding Large Ticket Transactions, cash advances, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Single Use Account" means a Card-less Account used in connection with a single, unique transaction.

INCENTIVES**Volume Incentive**

Bank will pay the Client and each Participant a volume incentive as follows: (i) the annual Combined Charge Volume will be used to determine which row within the grid has been achieved by the Client and the Participants on an aggregated basis and (ii) the Client Charge Volume or each Participant Charge Volume will be used to determine which column within the grid has been achieved by the Client or such Participant on an individual basis. The volume incentive will be calculated by multiplying the incentive rate achieved individually according to the grid by the applicable annual Client Charge Volume or applicable annual Participant Charge Volume.

ANNUAL COMBINED CHARGE VOLUME	ANNUAL CHARGE VOLUME BY CLIENT OR ANNUAL PARTICIPANT CHARGE VOLUME ON AN INDIVIDUAL BASIS	
	UNDER \$1MM	\$1MM OR GREATER
Less than \$75,000,000	0.95%	1.54%
\$ 75,000,000	1.00%	1.55%
\$ 100,000,000	1.02%	1.56%
\$ 125,000,000	1.04%	1.57%
\$ 150,000,000	1.06%	1.57%
\$ 200,000,000	1.06%	1.59%

Settlement Terms Incentive Adjustment

The incentive rate achieved by the Client or Participant on an individual basis will be adjusted according to the following schedule, if the Client or such Participant elects Settlement Terms shorter than 30 & 14 as referenced in the Agreement or Participation Agreement.

SETTLEMENT TERMS	INCENTIVE RATE ADJUSTMENT
30 & 7	+0.07%
14 & 14	+0.08%
14 & 7	+0.15%
7 & 7	+0.18%
Daily	+0.28%

Average Fileturn Escalator

The Bank will pay Client or Participant on an individual basis an additional incentive based on its Average Fileturn throughout the year. If, on average, payment for the prior period full balance is received in fewer days from cycle end than required under the terms of this Agreement, an Average Fileturn escalator of 0.01% per full day of early payment will be earned.

Large Ticket Incentive - Purchasing Program

Bank will pay the Client or Participant on an individual basis an annual rebate of 0.50% on Client's annual Large Ticket Transaction Volume or applicable Participant's annual Large Ticket Transaction Volume for 30 day cycle and 14 day payment terms.

Large Ticket Incentive - Single Use Account Program

Bank will pay the Client and Participant on an individual basis an annual incentive based on annual Average Large Ticket Transaction Size and annual Large Ticket Transaction Volume according to the following schedule, when annual Combined Charge Volume threshold requirements are achieved. The incentive will be calculated as the incentive rate times the Client or such Participant's annual Large Ticket Transaction Volume.

AVERAGE LARGE-TICKET TRANSACTION SIZE	REBATE RATE
Less than \$25,000*	0.40%
\$25,000-\$99,999.99	0.20%
Greater than \$100,000	0.10%

*Note currently (i) \$7,200-\$25,000 for MasterCard programs and (ii) \$4,200-\$25,000 for Visa programs. All thresholds are at the discretion of the Acquirer and are not determined by the Bank. "Acquirer" is the financial institution that process transactions for each merchant.

Single Use Maintenance Fee and Incentive Adjustment for PaymentNet Solution

For programs on the PaymentNet platform, incentives will be paid at the same rebate rate as the purchasing program. If a minimum of \$10,000,000 in Single Use Charge Volume for the Client or Participant on an individual basis is not achieved, additional fees or incentive reductions may apply. Specific applicable terms will be included in a Single Use Account addendum.

Single Use Incentive Adjustment for Smartdata Solution

Single Use Account programs on the Smartdata platform may be subject to minimum volume requirements and additional fees. In addition, the Volume Incentive grid will be reduced by 0.25% - 0.50% for Single Use Charge Volume associated with such programs. Specific applicable terms will be included in a Single Use Account addendum.

Interchange Rate Adjustment

In the event of a reduction in interchange rates by the Associations, the Bank reserves the right to retably adjust the rebate rates accordingly.

General Rebate Terms

Incentives will be calculated annually in arrears. Incentive amounts are subject to reduction by all Losses. If Losses exceed the rebate earned for any Contract Year, Bank will invoice the Client or such Participant for the amount in excess of the incentive, which amount shall be payable within thirty (30) days. Upon termination of the Program, actual Losses will be determined and any earned rebate will be paid 180 days following the date of termination.

For the Client and those Participants that execute a Participation Agreement by November 30, 2010, the Bank will calculate a rebate for the period beginning on the execution date of the Agreement or applicable Participation Agreement to December 31, 2010. The actual Combined Charge Volume for such period will be annualized for the purpose of determining the rebate rate to be applied to such actual Client Charge Volume or applicable Participant Charge Volume. Rebate payment for such period will be made within 90 days after December 31, 2010.

Thereafter, and for those Participants that execute a Participation Agreement following November 30, 2010, rebate payments will be made within 90 days after the end of the Contract Year via wire transfer to an account designated by the Client or such Participant. The rebate for the first Contract Year will be adjusted for a full twelve month period of Combined Charge Volume to determine the rebate rate. The rebate will be calculated on actual Client Charge Volume and applicable Participant Charge Volume for the period beginning on the execution date of the Agreement or applicable Participation Agreement the end of the first Contract Year (June 30, 2011) less any previous payments made in the first quarter of 2011.

To qualify for any rebate payment, all of the following conditions apply.

- Settlement of any centrally billed account(s) must be by automatic debit or by Client or Participant initiated ACH, wire or check.
- Payments must be received by Bank in accordance with the Settlement Terms. Delinquent payments shall be subject to a Past Due Fees as specified below. Settlement Terms are 30 day cycle & 14 days to pay unless otherwise agreed to in writing in the Agreement or Participation Agreement signed by both parties.
- The Client or such Participant must maintain a satisfactory Bank credit risk rating (Investment grade equivalent).
- The Client or such Participant is not in Default under the Agreement.

FEES FOR PROGRAMS USING J.P. MORGAN'S PAYMENTNET SOLUTION

The following are the fees associated with our purchasing card program in the United States:

PROGRAM FEES	
Annual card fee	\$0.00
Cash advance fee	2.6% (\$2.50 minimum)
Convenience check fee	2% of check amount (\$1.50/check minimum)
Rejected convenience check	\$0.00 per occurrence
Convenience check stop payment	\$0.00
Standard card replacement	\$0.00 per card
Card reinstatement	\$0.00
Emergency (rush) card replacement	\$25 per card if effected through J.P. Morgan. If effected through the association, customer shall pay any fees charged by the association.
Return check (payment)	\$15 per return
ACH return	\$20 per return
Document retrieval	Dispute-related: \$0.00 Non-dispute-related: 3 copy requests free per year, then \$5 per copy request
Duplicate statement	\$8 per statement
Currency conversion fee	1% surcharge (association pass-through)
Dormant credit balance fee	\$0.00
Over-limit fee	\$0.00
Miscellaneous fees	Pass-through charges for other specialized services (case-by-case fee)
PAST DUE FEES	
Late fee	<u>Central Bill</u> : 1% of unpaid balance at cycle; charged on cycle date
Finance charge	None
Delinquency fee	2.5% of the full amount past due (30- & 60-day+) at cycle and each cycle thereafter; charged on cycle date.
CARD DESIGN	
Basic plastic	\$0.00
Customer logo plastic	\$0.00
Customized plastic	\$1 per card, subject to a 1,000 card minimum for any new cards
TRAINING AND CONSULTING	
Training at J.P. Morgan's site	\$0.00 (customer T&E not included)
Training at your site(s)	\$0.00 for first session; additional sessions @ \$950/day
TECHNOLOGY SERVICES	
PaymentNet setup fee	Waived

EDI setup/transmission	Pass-through on all setup and development costs
Paper statements	\$0.00
Electronic payment fee	\$0.00
Custom reporting/mapper programming/post-loader	\$250 per hour (\$1,000 minimum)
OPTIONAL PROGRAM/TECHNOLOGY SERVICES	
File transfer using FTP	Daily—\$500/month
	Weekly—\$250/month
	Bi-weekly—\$125/month
	Monthly—\$75/month

Should the Client request services not in this schedule, the Client agrees to pay the fees associated with such services.

FEES FOR PROGRAMS USING THE SMARTDATA SYSTEM

The following are the fees associated with our purchasing card program in the United States:

PROGRAM FEES	
Annual card fee	\$0.00
Cash advance fee	2.0% (\$3.00 minimum)
Convenience check fee	2% of check amount (\$1.50/check minimum)
Rejected convenience check	\$0.00
Convenience check stop payment	\$0.00
Standard card replacement	\$0.00 per card
Card reinstatement	\$0.00
Emergency (rush) card replacement	\$25 per card if effected through J.P. Morgan. If effected through the association, customer shall pay any fees charged by the association.
Return check (payment)	\$15 per return
ACH return	\$20 per return
Document retrieval	Dispute-related: \$0.00 Non-dispute-related: \$8 per document
Duplicate statement	\$8 per statement
Currency conversion fee	1% surcharge (association pass through)
Dormant credit balance fee	\$0.00
Over-limit fee	\$0.00
Miscellaneous fees	None
PAST DUE FEES	
Finance charge	Prime + 2% is applied to the average daily, which is calculated as follows: (past due balance + any new spend) / number of days in cycle. Will be charged on the cycle date.
CARD DESIGN	
Basic plastic	\$0.00
Customer logo plastic	\$0.00
Customized plastic	At cost (pass-through), based on complexity of design, subject to a 1,000 card minimum
TRAINING AND CONSULTING	
Training at J.P. Morgan's site	\$0.00 (customer T&E not included)
Training at your site(s)	\$0.00 for first session; additional sessions @ \$950/day
TECHNOLOGY SERVICES	
Paper statements	\$0.00
Electronic payment fee	\$0.00
Custom reporting/mapper programming/post-loader	Smartdata custom mapper; priced by MasterCard; pass-through charge
OPTIONAL PROGRAM/TECHNOLOGY SERVICES	

File transfer using FTP	Daily—\$500.00/month
	Weekly—\$250.00/month
	Bi-weekly—\$125.00/month
	Monthly—\$75.00/month
Smartdata setup fee	\$0.00
Smartdata monthly maintenance fee	\$50 per program per month WAIVED
Smartdata real time	\$0.00

Should the Client request services not in this schedule, the Client agrees to pay the fees associated with such services.

OKLAHOMA PURCHASING CARD AGREEMENT PARTICIPATION AGREEMENT | JPMORGAN CHASE BANK, N.A./CHASE BANK USA, N.A.

THIS PARTICIPATION AGREEMENT (the "Participation Agreement") is made and effective this _____ day of _____, ("Effective Date"), by and between _____, a _____ (the "Participant") and JPMorgan Chase Bank, N.A. or Chase Bank USA, N.A., as may be determined from time to time, (the "Bank") a national banking association.

WITNESSETH:

WHEREAS, pursuant to that certain Commercial Card Agreement dated as of _____ (the "Commercial Card Agreement") between Independent School District Number 1 of Tulsa County (the "Client") and the Bank, the Bank has agreed to provide commercial card services to the Client (the "Program") on the terms and conditions of the Commercial Card Agreement, attached hereto and incorporated herein as Exhibit I; and

WHEREAS, the Participant desires to participate in the Program, subject to the terms and conditions of the Commercial Card Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, provisions and covenants contained herein, the parties agree as follows:

1. **Definitions.** Except as otherwise provided herein, all capitalized terms used herein and not otherwise defined and which are defined in the Commercial Card Agreement shall be used herein as so defined in the Commercial Card Agreement.
2. **Mutual Obligations.** By their execution of this Participation Agreement, the Participant and Bank hereby agree to be bound by all the terms and conditions of the Commercial Card Agreement attached hereto as Exhibit I. This Participation Agreement shall remain in effect according to its terms without regard to the continued existence or enforceability of the Commercial Card Agreement with respect to the original parties thereto. All references to "Client" in the Commercial Card Agreement shall be deemed to constitute references to the Participant hereunder.

Without limiting the generality of the foregoing, the Participant further agrees that it shall be responsible only for transactions and for fees, charges and other amounts due under the Commercial Card Agreement related to the use of Accounts of the Participant pursuant to the Commercial Card Agreement and that the Client shall not be liable for any such transactions and for any such fees, charges and other amounts.

3. **Term and Termination.** Notwithstanding the provisions of the Commercial Card Agreement, the term of this Participation Agreement shall have an initial term of four (4) years from the Effective Date unless otherwise earlier terminated as set forth herein or in the terms of the Commercial Card Agreement. Thereafter this Participation Agreement shall automatically renew for two (2) two-year terms upon the anniversary of the effective date unless earlier terminated as set forth herein or in the Commercial Card Agreement. In the event the Commercial Card Agreement terminates then this Participation Agreement shall terminate unless otherwise agreed to by the parties.
4. **Notices.** Notwithstanding the provisions of the Commercial Card Agreement, all notices and other communications required or permitted to be given under this Participation Agreement shall be in writing and shall be effective on the date on which such notice is actually received by the party to which addressed. All notices shall be sent to the address set forth below or such other address as specified in a written form from one party to the other.

To the Bank: JPMorgan Chase Bank, N.A.
300 South Riverside Plaza, Suite IL1-0199
Chicago, IL 60670-0199
Attn: Commercial Card Contracts Manager

To the Participant: _____

Attn: _____

5. **Rebates.** Except as otherwise provided herein, the Participant may earn an incentive pursuant to the terms and conditions of the Commercial Card Agreement. Settlement Terms for the Participant are [] and [].

6. **Miscellaneous.** This Participation Agreement shall be governed by and construed in accordance with the substantive laws of the State of Oklahoma, and as applicable, federal law. The headings, captions, and arrangements used in this Participation Agreement are for convenience only and shall not affect the interpretation of this Participation Agreement. This Participation Agreement may be executed in any number of counterparts, all of which, when taken together shall constitute one and the same document, and each party hereto may execute this Participation Agreement by signing any of such counterparts.

IN WITNESS WHEREOF, the parties have caused this Participation Agreement to be duly executed as of the date first written above.

BANK:

By: _____

Name: _____

Title: _____

PARTICIPANT:

By: _____

Name: Stacey W. Wootley

Title: Board President

Participant Attestation:

The undersigned, a duly authorized officer or representative of Participant, does hereby certify that Participant has been duly authorized to enter into and perform this Participation Agreement and that the person signing above on behalf of the Participant, whose execution of this Participation Agreement was witnessed by the undersigned, is an officer, partner, member or other representative of Participant possessing authority to execute this Participation Agreement.

By: _____

Name: _____

Title: _____






JP Morgan Chase Contract 22-23

Final Audit Report

2022-12-02

Created:	2022-12-01
By:	Erin Whitworth (whitwer@tulsaschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJYtI9WJcddnsBe7lcpEgSOoSi5--UiWP

"JP Morgan Chase Contract 22-23" History

-  Document created by Erin Whitworth (whitwer@tulsaschools.org)
2022-12-01 - 2:30:17 PM GMT - IP address: 184.179.123.120
-  Document emailed to Rachael Vejraska (vejrara@tulsaschools.org) for signature
2022-12-01 - 2:32:35 PM GMT
-  Email viewed by Rachael Vejraska (vejrara@tulsaschools.org)
2022-12-02 - 8:24:39 PM GMT - IP address: 184.179.123.122
-  Document e-signed by Rachael Vejraska (vejrara@tulsaschools.org)
Signature Date: 2022-12-02 - 8:25:08 PM GMT - Time Source: server- IP address: 184.179.123.122
-  Agreement completed.
2022-12-02 - 8:25:08 PM GMT



Adobe Acrobat Sign

CENERGISTIC LLC SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is entered into by and between ISD #29 of Cleveland County ("**Client**") and Cenergistic LLC ("**Cenergistic**"). Cenergistic agrees to perform certain services for the Client beginning on ~~AUGUST 14, 2023~~ ("**Start Date**"), on an independent contractor basis, and the Client desires to accept such services. Client and Cenergistic agree as follows:

1. Cenergistic Services and Responsibilities. Cenergistic agrees to perform the following energy management and healthier building services ("**Services**"):
 - a. Provide on-site and remote assessments of the Client's facilities and equipment on an ongoing basis and formulate and deliver energy management recommendations based on those assessments ("**Program**").
 - b. Schedule and conduct initial kickoff meetings with key members of your staff.
 - c. Provide access to and training on the Cenergistic Measure™ energy accounting software ("Energy Accounting Software") and other Cenergistic proprietary software.
 - d. Serve an active and key role to assist and guide Client with its search for an Energy Specialist and train, coach and support that Energy Specialist to lead the Client's implementation of the Program. Cenergistic's energy consultants will be available to respond remotely or on-site to special needs or questions of the Energy Specialist.
 - e. Provide extensive resources (including remote and on-site assessments by Cenergistic specialists), support, training, action planning, and education to the Client relating to the Program.
 - f. Build energy plans for each Client campus/facility, including simulation models that can be used to estimate the energy consumption impact of any actual or potential change in equipment or other infrastructure.
 - g. Provide monthly reporting on the energy consumption and Total Savings (as defined below) at the meter, building, and organizational level.
 - h. Provide semi-annual board updates on the Program.
 - i. Provide assistance and training for the Energy Specialist's ongoing occupied and unoccupied audits and assessments of Client campuses, facilities, and equipment to identify energy savings and healthier building opportunities.
2. Client Responsibilities. Because a cooperative and collaborative relationship is needed between the Client and Cenergistic to realize the benefits of the Program, Client agrees to perform the following:
 - a. Require key stakeholders to attend the initial kickoff meetings.
 - b. Hire a full-time (with a daily commitment) employee to serve as the Energy Specialist who is dedicated to implementing the Program in the Client's facilities and whose primary duties will be to spend time in the Client's facilities to identify savings opportunities and to work with Cenergistic and Client to execute proven implementation strategies. Times outside of the instructional day are particularly valuable for identifying and

capturing energy savings opportunities making it critically important that the Energy Specialist be available for work during unoccupied times including nights, weekends and holidays. Client will pay the salary, benefits, and other expenses related to such Energy Specialist at a level that is within the range recommended by Cenergistic to attract and retain qualified people ("**Compensation**"). Client will not hire or retain an Energy Specialist that is unacceptable to Cenergistic, which acceptance may not be unreasonably withheld. The Energy Specialist position will not be vacant for more than thirty (30) days in any twelve month period.

c. The Energy Specialist must attend on-site appointments, remote training, or other education as provided by Cenergistic, and must be receptive and responsive to the training, education and feedback provided by Cenergistic. In consideration of the education and training provided by Cenergistic, the Energy Specialist must agree not to disclose Proprietary Information to third parties or to compete with Cenergistic. This agreement must be in writing and acceptable to Cenergistic. The Client shall have no responsibility or liability for the compliance by the Energy Specialist with the agreement referenced in this Paragraph.

d. Adopt and follow (i) administrative guidelines ("**Guidelines**") for the Program within 30 days of Start Date and communicate those guidelines to its employees, contractors, and other on-site service providers, and (ii) a Board Policy reflecting a high level of support for the Program within 60 days of Start Date.

e. License the Energy Accounting Software, the cost of which is included in the Monthly Fee.

f. On or before the Start Date, appoint (and maintain) a cabinet-level employee to act as Program Liaison to serve as the Energy Specialist's supervisor, to be reasonably accessible and responsive to Cenergistic, and to attend the Cenergistic Launch Event (within thirty (30) days of appointment, including replacements, if any), at Cenergistic's expense and on dates selected by the Program Liaison.

g. Within 30 days of the Start Date, (i) provide the Energy Specialist and Cenergistic personnel with access and authority (within the Guidelines) to program and make changes to the settings and run times of all facilities' equipment and systems (for example, HVAC, water, and sewer, lighting, time clocks, thermostats), whether controlled by EMS or otherwise, and (ii) expand comfort tracking procedures to route any comfort complaints to the Energy Specialist.

h. Promptly make all utility records for the past five fiscal years and during the Term available for review and copying.

i. Timely respond to Cenergistic requests regarding information impacting energy consumption independent of the energy program, such as equipment upgrades and occupancy changes.

j. Facilitate quarterly reports and annual presentations by Cenergistic regarding the Program to the Client's governing body.

3. Monthly Fees. Client shall pay Cenergistic \$22,153.00 per month ("**Monthly Fee**") for services rendered beginning with the first day of the fourth month following the Start Date such that there will be fifty-seven (57) Monthly Fees during the initial Term (defined below). The first three (3) months following the Start Date will be fee free to the Client. Cenergistic will submit invoices to the Client monthly on or near the last day of each calendar month. Payment of such invoices will be due within thirty (30) days of the Client's receipt of such invoice.

Cenergistic may suspend Services and the Program if an invoice is sixty (60) or more days past due.

4. Term.

a. The term of this Agreement shall be for sixty (60) months beginning on the Start Date and ending on the last day of the 60th month following the Start Date ("**Term**").

b. The Client's obligation to pay Cenergistic in any fiscal year is limited to and payable exclusively out of, the Client's available funds for such fiscal year, and nothing in this Agreement shall be construed as creating any other indebtedness or any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Client. Both parties intend, subject to the other provisions of this Agreement, that it will continue from its stated Start Date until at least the end of the initial Term, but the Agreement shall terminate at the end of the Client's current and succeeding fiscal years unless the Client decides to renew the Agreement for the next following fiscal year, and, as a part of its newly adopted budget for such fiscal year, sufficient funds are appropriated to discharge Client's obligations pursuant to the continued Agreement. If this Agreement is not continued for any fiscal year, such non-continuation will be a termination subject to Section 7.b.

5. Measurement of Savings and Total Savings. The value of the reduced energy consumption resulting from the Program ("**Savings**") will be measured following the Measurement and Verification Plan ("**M&V Plan**") attached to this Agreement, and "**Total Savings**" will be as defined in the M&V Plan.

6. Cenergistic Guarantee. Provided the Client substantially performs its responsibilities under Section 2 and does not terminate the Agreement for Convenience, on each anniversary of the Start Date, if the sum of the Monthly Fees, reasonable and necessary travel expenses (if any) incurred by the Energy Specialist to attend Cenergistic training, and the Compensation paid over the prior twelve (12) month period exceeds the cumulative Total Savings over that same period, then Cenergistic will refund that difference to the Client within 30 days after the Total Savings for that twelve (12) month period have been finalized. If the Client is not substantially performing its responsibilities under Section 2, Cenergistic will provide the Client with written notice of its determination (including specific details supporting Cenergistic's determination and specific recommendations to remedy). The Client will have a reasonable time (not to exceed 30 days from the date of the notice) to cure such failure. If the Parties disagree on whether the Client is substantially performing its responsibilities under Section 2, the Parties agree to meet to resolve the differences as set out in paragraph 11 below.

7. Termination.

a. *For Cause.* Either Party may terminate this Agreement for cause upon the other Party's failure to cure a material breach after written notice specifically describing the breach and giving that Party a reasonable (not fewer than 30 days) opportunity to cure the claimed breach. Upon Client's termination for a Cenergistic breach, Client will not owe any portion of the Implementation Cost (as set forth below) but shall pay all unpaid Monthly Fees through the date of termination. Upon Cenergistic's termination for a Client breach, Client shall pay all unpaid Monthly Fees through the date of termination and an amount equal to the applicable percentage of the Implementation Cost (as set forth below) if Client's breach is failure to timely pay invoices in accordance with this Agreement.

b. *For Convenience by Client.* The Client may terminate this Agreement at any time for any reason or no reason

(including if there is no appropriation of funding) upon sixty (60) days prior written notice to Cenergistic provided that Client pays (1) all unpaid Monthly Fees through the date of termination and (2) an amount equal to the applicable percentage of the Implementation Cost (as set forth below).

c. *By Either Party in Certain Circumstances.* If the Cenergistic Guarantee in Section 6 is triggered at the end of each of the first two (2) years of the Term such that Cenergistic refunds all or a portion of the Monthly Fees for the first two (2) years, then, within thirty (30) days after the issuance by Cenergistic of the second consecutive refund, either Party may terminate the Agreement upon sixty (60) days prior written notice to the other and the percentage of the Implementation Cost (set forth below) owed by Client will be 0%.

d. *Implementation Cost.* Cenergistic will be investing significant upfront time, labor and materials, the cost of which is \$332,295.00 ("**Implementation Cost**"). This Implementation Cost is included in the aggregate Monthly Fees paid by Client over the Term of the Agreement. However, should (1) the Client terminate the Agreement for convenience prior to the end of the Term or (2) Cenergistic terminate the Agreement for Client breach (when such breach is failure to timely pay invoices), then a pro rata share of the Implementation Cost is required to be paid by Client to Cenergistic as follows:

Agreement Terminates:	Percentage of Implementation Cost Owed:
At the end of Term	0%
In the fifth year of the Term	20%
In the fourth year of the Term	33%
In the third year of the Term	66%
In the first or second year of the Term	100%

e. *Impact of Termination.* Upon termination of this Agreement for any reason (including expiration of the Term or any renewal of the Term), Client will (a) return to Cenergistic all materials and Proprietary Information previously furnished by Cenergistic or accumulated by the Client in connection with the Program; (b) return or allow the removal by Cenergistic of any monitoring or sensor devices installed by Cenergistic, (c) cease using the Proprietary Information and implementing the Program and (d) discontinue the employment of any Energy Specialist trained by Cenergistic in that position or reassign such person to a role in which none of the duties involve energy management.

8. Data and Sustainability Benefits. Cenergistic retains the right and title to anonymous data collected from Clients' buildings for any purpose, including to improve its software.

9. Client Agreements.

a. *Non-solicitation.* Client agrees not to solicit, hire, or retain any Cenergistic employee during the Term and for two years following the termination or conclusion of this Agreement.

b. *Confidential and Proprietary Information.* The Client will have access to and use of (1) Cenergistic's energy management program, (2) materials that are copyrighted, patented, protected by trade secrets and other

information that is proprietary to Cenergistic, and (3) proprietary Cenergistic software, upon acceptance of the "click through" Terms of Services and/or License Agreement which are incorporated by reference. Items (1) through (3), along with all database files created using the Energy Accounting Software, are "**Proprietary Information**." The Client agrees that Cenergistic is the owner of all right, title, and interest in and to the Proprietary Information and that nothing contained in this Agreement shall be construed as granting any ownership right to the Client in any Proprietary Information or any invention or any patent, copyright, trademark, or other intellectual property rights. The Client shall not make, have made, use, or sell for any purpose, any product or process using, incorporating, or derived from any Proprietary Information nor copy, modify, reverse engineer, decompile, create other works from, or disassemble any software programs in the Proprietary Information. The Client shall keep the Proprietary Information (including all copies) confidential to the full extent permitted by Oklahoma's Open Records Act and shall give Cenergistic written notice and an opportunity to respond if the Client receives a third-party request for Proprietary Information. The Client's obligations under this paragraph survive termination of this Agreement. The Client agrees that breach of this paragraph will cause Cenergistic irreparable harm for which recovery of money damages would be inadequate and that Cenergistic shall therefore be entitled to obtain immediate and permanent injunctive relief, without the necessity of posting bond, as well as such further relief as may be granted by a court of competent jurisdiction.

10. Assignment. Client may not assign this Agreement. Cenergistic may assign this Agreement to any affiliate or successor.
11. Dispute Resolution. Open communication and cooperation of the parties are vital to the Program's success and the settlement of disputes if they arise. If a dispute persists, either Party may suggest an executive meeting for review and resolution. The Party suggesting the meeting should identify the issues in dispute and coordinate a face-to-face meeting to review the issues and solution options. The executive officer for each Party who has full authority to discuss the issues and commit to effective solutions shall attend and participate in the meeting. Also, those persons with firsthand knowledge of the issues must be available for the meeting. No dispute under this Agreement shall be subject to litigation proceedings before completing the meeting, except for an action to seek injunctive relief.
12. Miscellaneous. This Agreement constitutes the entire Agreement and understanding between the parties. It supersedes any prior agreement or understanding relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Party shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement. The failure of either Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.
13. Additional Agreements by Cenergistic. Cenergistic acknowledges and agrees to comply with all federal and Oklahoma state laws applicable to Cenergistic's delivery of the Services, including but not limited to 62 O.S. Sec.

318. Cenergistic shall employ a professional engineer registered in the State of Oklahoma at all times during the Term. Cenergistic shall give the Client a bond in the amount of \$5,000 to ensure Cenergistic's faithful performance of the Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this **SERVICES AGREEMENT** as of the date stated under that party's signature.

CENERGISTIC LLC

By: John Bernard

Name: John Bernard

Title: President and Chief of Staff

Date: August 7, 2023

ISD #29 OF CLEVELAND COUNTY

By: Dirk O'Hara

Name: Dirk O'Hara

Title: President, Board of Education

Date: AUGUST 14, 2023

ISD #29 of Cleveland County, OK (FF with 3 mo Fee Free - Client Employed ES) v.4 080723

* CENERGISTIC SERVICES TO BEGIN
ON OCTOBER 1, 2023 →

MEASUREMENT AND VERIFICATION PLAN

This document establishes the guidelines and identifies the methods for measurement of electricity, coal, fuel oil, propane, natural gas, water, sewer, or other utilities purchased by the Client ("**Energy**") and the cost savings achieved through the Program delivered by Cenergistic according to the Agreement.

1. **Scope:** The Program's scope includes all Energy in all facilities and infrastructure owned or leased by the Client. A whole building (facility) approach will be used because the Program impacts the entire facility's Energy reduction. All utility meters are included except meters for which (i) energy consumption is immaterial and/or (ii) the Program will not have a material impact on consumption (e.g., when on-site service providers do not follow the Client's energy policy and guidelines or when the Client chooses not to implement water conservation).
2. **Meter Specifications:** Utility-grade meters used for billing are the only meters used. Exceptions: For bulk fuel stored in tanks, manual measurements recorded by the Client or the provider may be used. In master-metered campus situations, submeters may be necessary to accurately identify buildings by building energy usage. If submeters are not used in master-metered campus situations, usage data provided by the Client for internal billing may be used.
3. **Calibrated Simulations:** In the event metering equipment is determined to be unreliable, unavailable, or does not accurately measure the effectiveness of the Program, Whole Building Calibrated Simulation, a process that uses a computer simulation tool to create a mathematical model of the building using pre-retrofit historic Energy consumption to project post-retrofit Energy consumption savings will be used.
4. **Baseline:** Using the Energy Accounting Software, a baseline period shall be established for each meter consisting of 12 consecutive months from the 24 month period preceding the Start Date. The data collected includes identifying the baseline period, baseline Energy consumption and demand data, and other independent and relevant variable factors (for example, occupancy type, building information such as square footage, etc.). For new construction, Cenergistic will use a Whole-Building Calibrated Simulation to compile the baseline.
5. **Adjustments:** Adjustments to the baseline period will be made by Cenergistic for material changes in conditions that are independent of the Program and by the Energy Accounting Software for material changes, as follows:
 - Floor space or square footage
 - Occupancy type, occupancy schedule, or equipment scheduling
 - Facility construction/renovation or hardware efficiency upgrades
 - Alignment of the base year's consumption period to the current billing period
 - Equipment malfunctions that impact energy usage
 - Operational changes that are outside the Program
 - Weather, provided the Energy Accounting Software contains such a functionAdjustment calculations are supervised by licensed Professional Engineers, Certified Measurement and Verification Professionals, or Certified Energy Managers.
6. **Energy Value:** The dollar value of each unit of Energy use avoided is the all-in rate per meter for that unit of Energy. The all-in rate is determined monthly by dividing the total expense by the total consumption for that meter for the prior rolling twelve (12) months as reported by the utility company or as set forth below for solar ("**Energy Value**"). In the event that such expense or consumption is materially distorted due to an anomaly (e.g., a water leak), then such expense and/or consumption may be modified to correct for the impact of such anomaly. Solar shall be valued at the Energy Value of the utility company supplied meter for the site or by calculating the Energy Value using the solar power purchase agreement's annual adjusted cost and solar production from the solar system. Net metering or spin back energy that was produced by onsite generation and not consumed by the buildings on-site will be excluded from both the measured utility consumption and cost to the buildings.
7. **Savings:** Energy savings are determined by comparing measured utility use before and after the Start Date for the similar time (i.e., baseline January is compared to performance year January) after taking into account the adjustments outlined in Section 4 and 5 above and multiplying by the applicable Energy Value ("**Savings**"). "**Total Savings**" are Savings plus other measures unrelated to consumption reduction but that reduce the Client's out of pocket utility costs.

NORMAN PUBLIC SCHOOL TRANSPORTATION AGREEMENT

This agreement is entered into as of this 9th day of June, 2025, between the Norman Public Schools (NPS) and the NORMAN YMCA. NPS, and the NORMAN YMCA, agree to the following conditions and terms:

1. NPS agrees to provide transportation for children from all Elementary Schools to participate in the YMCA after school program. This will occur on all regularly scheduled school district days for the 2025-2026 school year commencing on 07/01/2025 and ending on 06/30/2026. Subject to weather, unexpected traffic, emergencies beyond NPS or driver control, and similar unplanned conditions, reasonable effort will be made to regularly deliver children to the Norman YMCA by 4:00 pm on scheduled school days.
2. In exchange for this service the NORMAN YMCA will pay NPS \$1500 per bus, for the school year. This shall be divided into four (4) payments to be made quarterly throughout the school year.
3. The specific schools NPS will provide transportation from can be revised at the beginning of each set quarter. At least 30 days' notice shall be given to NPS prior to changes any being initiated. The payment amount for each quarter shall be based on the number of schools that NPS transportation provided services for by a rate of \$1500.00 per school. The number of students transported is irrelevant in this calculation.
4. It is agreed that either party shall have the right to terminate this agreement at any time with sixty (60) days written notice, delivered by certified mail to the other party.
5. Any communication, or notice, regarding this agreement shall be in writing and addressed as follows:

a. If to the NORMAN YMCA:
Whitney Chandler
Executive Director
1350 Lexington Ave.
Norman, OK 73069

b. If to Norman Public Schools:
Dr. Nick Migliorino
Superintendent of Schools
Norman Public Schools
131 S Flood Ave.
Norman, OK 73069

NORMAN YMCA:

Norman Public Schools

By: _____

By: _____
Dirk O'Hara Board President

Date: ____/____/20____

Date: ____/____/20____



WIDE FORMAT INK JET MAINTENANCE AGREEMENT All Inclusive

BILL TO CUSTOMER INFORMATION:				SHIP TO CUSTOMER INFORMATION:			
COMPANY NAME Norman Public Schools District - Print Shop				COMPANY NAME Norman Public School District - Print Shop			
ADDRESS LINE 1 4100 N Flood Ave				ADDRESS LINE 1 4100 N Flood Ave			
ADDRESS LINE 2				ADDRESS LINE 2			
CITY Norman	STATE OK	ZIP CODE 73069		CITY Norman	STATE OK	ZIP CODE 73069	
PHONE # 405-366-5968	EMAIL rhart@norman.k12.ok.us			PHONE # (405) 366-5968	EMAIL rhart@norman.k12.ok.us		
CONTACT NAME Raymond Hart		FAX #		CONTACT NAME Raymond Hart		FAX # 405	
BILL TO ACCOUNT # 45OKC3665968		PURCHASE ORDER #		SHIP TO ACCOUNT # 45OKC3665968			
SALES REP Kathi Holloway		TERRITORY #	ORDER DATE	BEGINNING DATE	ADD TO EXISTING TANDEM NUMBER		

EQUIPMENT COVERED:	SERIAL #	ID	BEGINNING METER	COMMENTS
Canon TX-4100 MFP Z36 Wide Format	BATG00164	45OKC0228		

SERVICE PLANS:	
<input type="checkbox"/>	SERVICE PLAN 1 - Full Service Warranty Protection Plus (F.S.W.P. PLUS) coverage includes all parts, labor, printheads or imaging units and all consumable supplies, including toner/ink, maintenance cartridges and 20# bond paper. Excludes binding materials, paper other than 20# bond, memo tape, punch die and MICR toner.
<input checked="" type="checkbox"/>	SERVICE PLAN 1A - Full Service Warranty Protection Plus (F.S.W.P. PLUS) coverage includes all parts, labor, printheads or imaging units and all consumable supplies, including toner/ink and maintenance cartridges. Excludes binding materials, paper, memo tape, punch die and MICR toner.
<input type="checkbox"/>	SERVICE PLAN 2 Full Service Warranty Protection (F.S.W.P.) coverage includes all parts and labor.

This Agreement does not cover damage due to lightning or power surges. A lightning/surge suppresser that provides such protection is recommended.

BILLING OPTIONS:	
<input checked="" type="checkbox"/> BASE BILLING	<input checked="" type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY (Annual billing includes 5% discount)
_____ will be billed in advance and includes _____ Square Feet of Print (Printer Model)	
\$54.00 will be billed in advance and includes 0 Square Feet of Print (MFP Model)	
<input type="checkbox"/> BILLING IN LEASE The monthly lease payment includes _____ Base payment in Lease	
CLICK BILLING <input checked="" type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY	
A All square footage in the A category will be billed in arrears at	\$0.09720 Per Square Foot
B All square footage in the B category will be billed in arrears at	\$0.16200 Per Square Foot
C All square footage in the C category will be billed in arrears at	\$0.31320 Per Square Foot
D All square footage in the D category will be billed in arrears at	\$0.70200 Per Square Foot
E All square footage in the E category will be billed in arrears at	\$0.70200 Per Square Foot
If a monthly or quarterly meter reading is not received, Customer agrees that an estimate of that month's or quarter's actual page usage will be used.	

Customer acknowledges having read the terms and conditions shown above and on the reverse and agrees to all such terms and conditions.

Accepted By:
SumnerOne

Company Name
Norman Public Schools District - Print Shop

Date

Approved By:

Mark Kling

Approved By:

Title

X

Electrical Power Requirements: It is the customer's responsibility to provide a fixed wall outlet that is properly grounded and installed per applicable electrical codes. This outlet should meet the electrical requirements stated in the Equipment Operation Manual. If customer fails to provide satisfactory power to the equipment, resulting in increased service calls and/or equipment damage, the customer will be billed for parts and labor at SumnerOne current labor rates for repairs. Failure to provide satisfactory electrical power may also void the manufacturer's warranty coverage.

AMENDMENT

INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA

AND

SODEXO MANAGEMENT, INC.

THIS AMENDMENT, dated June 9, 2025, is between INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA ("District" or "Client") and SODEXO MANAGEMENT, INC., a New York corporation ("Sodexo").

W I T N E S S E T H:

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

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

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

1. Pursuant to Section 3.1, the Agreement shall be extended for an additional one (1) year period commencing July 1, 2025 and continuing through June 30, 2026.

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

"Schedule I: Areas to be Serviced
Schedule III Investments"

3. The following is hereby added to the Agreement as Section 7.7:

"7.6 Sodexo's Investment-3. Sodexo shall purchase equipment for the Services in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00) ("Investment-3"). Sodexo shall amortize the Investment-3 on a straight-line basis over three (3) years, commencing July 1, 2025. Such amortization shall be charged as an Operating Expense. Sodexo shall own Investment-3. Subject to Section 9.6, upon complete amortization, ownership shall transfer from Sodexo to District.

If prior to the complete amortization of Investment-3 any of the following events occur:

- (i) this Agreement expires or this Agreement is terminated in whole or in part;
- (ii) this Agreement is amended and such modification has an adverse economic impact on Sodexo; or
- (iii) Sodexo's procurement programs are no longer utilized for the purchase of goods in connection with the Services provided under this Agreement;

then District shall reimburse Sodexo, on the expiration date, or within five (5) days after receipt by either Party of any notice of termination under this Agreement or within ten

(10) days after the occurrence of (ii) or (iii) above, the unamortized portion of Investment-3, and shall thereafter own the equipment. District agrees to de-identify and, if applicable, remove any proprietary elements of such equipment as directed by Sodexo. District shall, within five (5) days after Sodexo's request, execute a U.C.C. financing statement and Sodexo may put the same of record to secure its lien on the unamortized portion of Investment-3."

4. Sodexo has agreed to increase the hourly rate of any Sodexo non-management employee currently earning less than Twelve and 81/100 Dollars (\$12.81) per hour to Twelve and 81/100 Dollars (\$12.81) per hour commencing with the effective date of this Amendment.

5. Section 9.8 is amended to reflect changes in the notification addresses to Sodexo as follows:

"To Sodexo: Sodexo Management, Inc.
Attention: David Newman
CEO, North America Schools
915 Meeting Street
North Bethesda, Maryland 20852

and: Sodexo Management, Inc.
Attention: Law Department
915 Meeting Street, Suite 15300
North Bethesda, Maryland 20852"

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

7. This Amendment is effective July 1, 2025, and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

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

INDEPENDENT SCHOOL DISTRICT NO. 29 OF
CLEVELAND COUNTY, OKLAHOMA

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

SODEXO MANAGEMENT, INC.

By: _____
Kerriann Roche
Vice President, Building and Grounds

SCHEDULE I
AREAS TO BE SERVICED

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

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

Name of Facility	Notes	Gross Sq Ft
Norman High School		344,227
Norman North High School		368,583
Performing Arts Center		46,401
Alcott Middle School		128,529
Longfellow Middle School		126,508
Irving Middle School	Including NHS Athletic Facility	132,049
Whittier Middle School		138,526
Adams Elementary School		69,560
Cleveland Elementary School		67,661
Eisenhower Elementary School		69,492
Jackson Elementary School		68,708
Jefferson Elementary School		58,484
Kennedy Elementary School		64,878
Lakeview Elementary School		49,339
Lincoln Elementary School		52,646
Madison Elementary School		59,375
McKinley Elementary School		65,204
Monroe Elementary School		80,239
Truman Elementary School		59,929
Truman Primary School		61,632
Reagan Elementary School		82,159
Roosevelt Elementary School		74,056
Washington Elementary School		64,280
Wilson Elementary School		43,091
Health Services Center (formally DCC)		6,386
Central Kitchen		14,330
Professional Development Center		13,231
Administrative Service Center		34,896
Instructional Service Center / Warehouse		37,738
Central Service Center		27,496
Center for Arts and Learning		56,300
	TOTAL	2,566,350

SCHEDULE III
INVESTMENT

Investment-2

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

Investment-3

BD 50/50 C Classic Bp, 20" scrubber (Washington, Adams, McKinley) (3 ea.)	\$10,101
BD 70/75 Classic Bp, 28" scrubber (Jackson) (1 ea.)	\$ 8,226
Clipper™ 12, 12 gallon carpet extractor (Various sites) (3 ea.)	\$10,500
BDP 51/2000 C, 20 inch electric burnisher (Monroe, Roosevelt, Dimensions) (3 ea.)	\$ 4,320
Total	\$33,147

FIRST AMENDMENT
TO GROUND LEASE AGREEMENT
BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA
AND
NORMAN PUBLIC SCHOOLS

This Agreement (the “First Amendment”) between the BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA, a public institution of higher education of the State of Oklahoma, located in Norman, Oklahoma (“LANDLORD”) and NORMAN PUBLIC SCHOOLS (TENANT) with reference to the following facts:

BACKGROUND

- A. WHEREAS, LANDLORD and TENANT entered into a lease agreement dated August 1, 2023 (the “Agreement”); and
- B. WHEREAS, the parties to the Agreement desire to amend the Agreement as provided hereinafter; and
- C. WHEREAS, all terms (including capitalized terms) used in this Amendment shall have the same meaning as set forth in the Agreement.

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

AMENDMENTS

- 1. Article 2.1 to be Amended as follows:

2.1 A general depiction of the Premises is attached hereto as Exhibit “A”. The Premises consist of a parcel of land of approximately 0.73 acres (or 32,000 square feet) of land situated in the City of Norman, Cleveland County, Oklahoma.

- 2. Article 3.1 to be Amended as follows:

3.1 Lessee shall use and occupy the Premises for the following non-commercial purposes and for no other purpose whatsoever unless approved in writing by Lessor:

For installing, operating, and maintaining nine (9) temporary classroom buildings to be used for classroom instruction by Lessee.

3. 'Exhibit A: The Premises' to be Amended as follows:

Exhibit A: The Premises



2. Except as specifically modified above and set forth herein, all other terms and conditions of the Agreement and any prior amendments thereto remain in full force and effect and are incorporated herein as though set forth in their entirety.

3. This Amendment is not binding on the parties until it has been signed below on behalf of each party. It is then effective as of the date on which the last party to sign, executes this Amendment.

WHEREFORE, the parties have executed this Amendment as indicated below.

***BOARD OF REGENTS OF THE UNIVERSITY
OF OKLAHOMA***

By: [Name]



Click or tap here to enter text.

[Title]

Beau Jennings - Director

Date of Execution:

Click or tap here to enter text.

TENANT: NORMAN PUBLIC SCHOOLS

By: [Name]



Click or tap here to enter text.

[Title]

*Tina Floyd
Board President*

Date of Execution:

4-22-24

Click or tap here to enter text.



Solar Energy Management Service Agreement

Provider
Cappy's Cabin Electric, LLC
(together with its successors and assigns,
"We," "Our," "Us," or "Provider")
425 N. Air Depot Blvd
Edmond, Oklahoma, 73034
Telephone: (405) 659-6600
Email: tom@bcxok.com

Customer Name and Information
Norman Public Schools
1809 Stubbeman Ave,
Norman, Oklahoma 73069

("You," "Your," or "Customer")

**Solar Energy Engineering, Procurement, and
Construction Company**
EightTwenty Oklahoma, LLC
1825 N Walnut Ave,
Oklahoma City, Oklahoma 73105
405-256-2087 (OKC)
918-212-6003 (Tulsa)
Contractor #095963
("Installer" or "EightTwenty")

Property Address
1809 Stubbeman Ave,
Norman, Oklahoma 73069

("Property")

Date November 13, 2023

Introduction

This Solar Energy Management Service Agreement ("Agreement") entered into between You and Us (collectively referred to as "Parties"), provides for energy generating solar panels (the "System") to be engineered, designed, and installed at your Property by Installer. The System is owned, operated, and will be maintained by Us. In exchange for these Services, You agree to house the System on Your Property for Ten (10) years, unless this Agreement is terminated prior to, or extended, in accordance with the terms below. Annual service payments will be payable as provided in detail below. A detailed description of the System, along with other important terms and conditions are set forth below. This is a binding contractual Agreement. Please read all the information contained in this document along with exhibits and schedules thoroughly.



Key Terms

- ☐ We will procure the System and provide ongoing operational, maintenance, repair and related services at no additional cost to You while We own the System.
- ☐ The System will be 265.00 kWp in size, with first year energy production expected to be 412,566 kWh/yr.
- ☐ The Annual Service Rate is \$34,649 for year 1, to increase 1.5 % per year thereafter.

Solar Energy Management Service Agreement

ARTICLE 1 INSTALLATION AND SYSTEM DESCRIPTION

1. **Introduction.** This Solar Energy Management Service Agreement (the “Agreement”) memorializes the agreement between the Parties relating to the procurement, service, and maintenance of the System. You represent that You own, directly or indirectly, the Property and that You desire to have a Solar Photovoltaic Generation System installed at the Property. You agree to house the System during the Term of this Agreement and to accept all of the energy produced by the System during the Term (“Energy Production”).

1.1 **Installation.** We have engaged Installer, an experienced solar energy, engineering, procurement, and construction company, to design and install the System. The System will be installed by Installer according to an installation agreement between Us and the Installer. We will purchase the System from Installer.

1.2 **Initial Design.** The initial design and engineering of the System results in, among other things, those System Characteristics attached hereto as Schedule 1.2.

1.3 **Change in System Parameters.** After the final System design, the initial parameters of the System Characteristics may change and We will revise the estimated energy production pursuant to Installer’s as-built specifications. We will document those changes in an amendment. You authorize Us to make corrections to the utility paperwork to conform to this Agreement or any amendments to this Agreement that we both sign.

1.4 **Alteration to Design.** Installer may decide, in its sole discretion, that it is necessary to alter the stated design of the System Characteristics in order to comply with utility company requirements, structural engineering requirements. Changes to the System Characteristics may also occur due to changes that occur at the Property. The design of the System Characteristics



may also be altered at Your request, provided Installer consents to the requested change, and such consent will not be unreasonably withheld.

1.5 **Change Orders**. If a remedy to the original design requires substantial modification, Installer will submit a request in writing to You and the Provider summarizing all needed design changes, material additions and subtractions, and any additional cost ("Change Order"). All Change Orders must be approved by You in writing. If the cost to alter the System is so substantial as to render the installation of the System economically unviable, both You and the Provider retain the right to refuse the installation of the System and to terminate this Agreement.

ARTICLE 2 TERM

2.1 **Initial Term**. We agree to provide the Services described in this Agreement, to You, for ten (10) years (equal to 120 months), beginning on the day the System is in a condition to be used for its intended purpose (the "Interconnection Date"), unless this Agreement is otherwise terminated in accordance with the early termination provisions set forth in Article 8 (the "Initial Term"). Provider or Installer will notify You in writing when the System is ready to be turned on.

2.2 **Term Extension**. You may terminate the Agreement for any reason at the end of the Initial Term or any subsequent Term of the Agreement as provided in this Section 2.2.1. If no written notice is given, then there are two potential automatic Term extensions.

2.2.1 Ninety (90) days prior to the end of the Initial Term, We will provide You written notice of the expiration of such Term. Upon receipt of such notice, You will have until thirty (30) days prior to the expiration of the Initial Term to provide Us with written notice to terminate the Agreement (a "Termination Notice").

2.2.2 If You do not provide a Termination Notice before the expiration of the Initial Term as provided in Section 2.2.1, the Agreement will continue for an additional ten-year (10) term ("Second Term").

2.2.3 If We believe Services may be appropriate based on the scope and scale of the project beyond the Second Term, We may, but shall not be required to, provide Ninety (90) days written notice before the expiration of the Second Term that it would be appropriate for the Agreement to continue for another ten-year (10) term ("Third Term"). Upon receipt of such notice, You will have until thirty (30) days prior to the expiration of the Second Term to provide Us with written notice confirming or rejecting the extension (the "Confirmation Notice").

2.2.4 If You do not provide a Confirmation Notice before the expiration of the Second Term as provided in Section 2.2.3, You will be deemed to have confirmed the extension and the Agreement will continue for the Third Term.



2.2.5 The Agreement will terminate upon the expiration of the Third Term unless this Agreement is otherwise terminated pursuant to this Agreement. The Initial Term, the Second Term, and the Third Term are each individually and collectively referred to herein as the “Term.”

2.2.6 Any written notices described in this Section 2.2 may be made by certified mail transmission as provided in Section 22.4.

ARTICLE 3 CONDITIONS PRECEDENT

3.1 As a condition precedent to our obligation to cause the System to be installed at the Property, and our agreement to provide the Services set forth herein, the following conditions must be met at the expense of the Installer pursuant to the installer’s installment agreement (the “Installment Agreement”):

3.1.1 Installer finalizing the design and engineering of the System.

3.1.2 Due diligence required to confirm the suitability of the Property for the construction, installation, and proper operation of the System. In connection with this condition, You agree to permit the Installer, Provider, or their agents to access the Property to assess the Property. Installer or Provider will provide You with forty-eight (48) hours’ notice prior to any physical inspection of the Property.

3.1.3 Confirmation of all required zoning, land use and building permits. In connection with this condition, You agree to permit access to the Property to any person whose inspection of the System or Property is necessary to the permitting, zoning, interconnection, insurance assessment, non-invasive environmental assessment, property value assessment, or other assessment of the System.

3.1.4 Completion of any improvements, renovations, or changes reasonably required at or on the Property to facilitate the safe installation of the System, such as tree removal or roof repairs. Provided, You must provide prior written approval before any of the above would be completed.

3.1.5 Proof of adequate insurance covering the System.

3.1.6 Proof that You are the fee simple owner of the Property or that You have authority to install the System on the Property.

3.1.7 If Your Property is subject to any applicable third-party regulations or rules (including, but not limited to, any homeowner’s association, design committee,



historic preservation district, or any other organization whose approval is required in order to undertake modification to the Property), Your receipt of all approvals and required authorizations relating to the installation and ongoing operation of the System.

3.2 We may terminate this Agreement without liability if, in Our reasonable judgment, any of the above listed conditions will not be satisfied for reasons or have not been met within sixty (60) days of the Effective Date.

ARTICLE 4 SERVICE OBLIGATIONS

4.1 **Installation Services.** In accordance with this Agreement, We agree to the following:

4.1.1 **Installation Coordination.** We will coordinate the scheduling of the System installation and any other work that needs to be done to the System at a mutually convenient date and time for You and Installer.

4.1.2 **System Construction.** We will ensure the System is constructed in accordance with all applicable laws, prudent electrical practices, the terms of this Agreement, the Installer Agreement, and that once complete the System meets the System Characteristics. For purposes of this Agreement, the term "Prudent Electrical Practices" shall mean the practices, methods, and standards of professional care, skill, and diligence engaged in or approved by a significant portion of the electric power industry for solar energy systems of similar size, type, and design as the System that, in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with applicable law, reliability, safety, environmental protection, applicable codes, and standards of economy and expedition.

4.1.3 **Installation Cleanup.** We will ensure that the Property is cleaned up after Installation and restored to its preinstallation condition.

4.2 **System Operation.** We agree to operate the System in accordance with all applicable laws, prudent electrical practices, and the terms of this Agreement.

4.3 **Maintenance.** We agree to maintain, clean, or repair the System in accordance with all applicable law, Prudent Electrical Practices, and the terms of this Agreement. Maintenance services provided for herein include routine System service visits, as deemed necessary in Our sole discretion.

4.4 **Repairs.** During the Term, We agree to maintain, clean repair, or replace the System in accordance with all applicable laws, prudent electrical practices, and the terms of this Agreement. In the event the System needs repair, We will cooperate with You and promptly



arrange for System repairs at a date and time that is convenient for You. We will oversee repair work and ensure, to the best of our ability, that the repair work is completed in compliance with all applicable laws and then current, prudent electrical practices, with the goal of restoring the System as soon as reasonably practicable. However, Our obligation to repair the System does not include any repair or replacement costs with respect to the System's batteries and/or energy storage system, if any. You will be responsible for covering such battery and/or energy storage system repair costs, if the same is not covered under the warranty provisions included herein.

- 4.5 **Warranty.** As long as We own the System, We will maintain the Limited Warranty relating to the System as specifically set forth in this Agreement. As long as We own the System, We will be responsible for making any claims under the Limited Warranty and We will enforce the Limited Warranty to the fullest extent possible pursuant to Article 10.
- 4.6 **System Monitoring.** As long as we own the System, We will monitor the condition and performance of the System. We will notify You if We think the System is damaged or appears unsafe. We will also provide You with web-enabled monitoring equipment to accurately measure the amount of power the System delivers to You, provided you maintain highspeed internet as agreed herein. The monitoring system will capture historical energy generation data over an internet connection and consists of hardware located on site and software hosted offsite. If the System is not operating within normal ranges, the monitoring will alert Us and We will remedy any material issues as promptly as reasonably possible. As part of Monitoring, with Your permission and subject to applicable law, We may also install video monitoring equipment that will capture intermittent visual images of the System and transmit such images over an internet connection for offsite monitoring. Video monitoring enhances security and enables Us to better determine possible causes of malfunction or abnormal performance which, in turn, will allow Us to respond to certain events more promptly than We could without video monitoring. Video monitoring will be password protected and only accessible by You and Us. In addition, You agree that any visual images captured by the installed video monitoring equipment may be used by Us to determine any defaults or obligations of either You or Us under this Agreement, or defaults or obligations of third-parties, such as the Installer or maintenance contractors. Any "hardware" monitoring equipment installed at the System by Us shall be considered a System component, and any of Your or Our obligations regarding the System shall fully extend to such monitoring equipment. The Monitoring requires a high-speed internet line to operate. If You do not have and maintain a working high-speed internet line, We will not be able to monitor the System and provide You with a performance guarantee or provide Monitoring. Further, if Monitoring is not operational, We will be required to estimate Your power usage as set forth in the Agreement.
- 4.7 **Accommodations for Property Repairs.** If You want to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof or project site where the System is located), We will, as long as We own the System, temporarily remove the System, at Your expense, for repairs. You will need to provide storage space for the System, if



any, during such time. After You have completed Your repair or improvement work, We will reinstall the System at Your expense.

- 4.8 **Accommodations for Moving.** Where permitted under this Agreement, as long as we own the System, We will work with You to move and reinstall the System to Your new Property. We will conduct an audit of Your existing Property and new property to determine if a move is commercially feasible. This audit will cost Two Hundred Fifty Dollars (\$250.00). If We determine, in our sole and absolute discretion, that a move is feasible, We will move the System at Your expense.

ARTICLE 5 YOUR OBLIGATIONS

- 5.1 **Your Obligations.** During the Term, in addition to the Your obligations set forth in other sections of this Agreement, You agree to:

- 5.1.1 only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;
- 5.1.2 keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when it was installed;
- 5.1.3 be responsible for preventing or remedying any condition at the Property that may affect the installation of the System (e.g. blocking access to project site, or removing a tree that is in the way);
- 5.1.4 not remove any markings or identification tags on the System;
- 5.1.5 allow Us, after provided reasonable notice, access to the System to inspect for proper operation as we determine, in our sole discretion, is necessary;
- 5.1.6 to the extent commercially reasonable, refrain from taking any action that would cause the System not to operate as intended;
- 5.1.7 to the extent commercially reasonable, prevent or remedy, as the case may be, any condition or circumstance that may cause (or is causing) the System not to operate as intended;
- 5.1.8 (intentionally blank);
- 5.1.9 notify Us promptly if you think the System is damaged or appears unsafe; if any part of the System is stolen; and prior to changing your power supplier;



5.1.10 have a person with sufficient authority execute this Agreement and any necessary related documents;

5.1.11 return any documents we send you for signature within thirty (30) days of receiving them; and

5.1.12 Maintain and make available, at your cost, a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s).

5.2 **No System Alterations.** You agree that as long as We own the System, You will not make any modifications, improvements, revisions or additions to the System or monitoring equipment, or take any other action that could void the System's Limited Warranty without Our prior written consent. Any modifications, improvements, revisions or additions to the System will become part of the System and shall be Our property.

5.3 **Access to System.** You agree to allow Us, Our contractors, agents, and employees access the Property as necessary for the purposes of installing, operating, repairing, removing and other required actions related to the System during daytime hours and with reasonable notice (i.e., 48 hours prior notice). However, in case of an emergency, We may access the Property at any time upon notice. During the time that We have access rights You shall ensure that Our access rights are preserved and shall not interfere with or permit any third-party to interfere with such rights or access.

ARTICLE 6 REQUIRED PAYMENTS

6.1 **Installation.** There are no installation costs for You.

6.2 **Service Rate.** Your annual service payment is \$34,649 ("Service Rate") with the Service Rate increasing 1.5% annually thereafter. The Service Rate payment shall be paid equal quarterly installments starting on the fifteenth (15th) day of the last month of each calendar quarter during Term. In the event that the Term begins or is terminated in a partial calendar quarter, the Service Rate shall be prorated based on the number of applicable days in the calendar quarter.

Article 7 Power Production Reconciliation

7.1 **Actual Versus Estimated Power Production.** It can be reasonably expected that, due to weather conditions and physical module degradation, actual power production measured will differ from that which is projected in this Agreement. During the first (1st) year of the Term, if We find that actual System kWh production is less than 90% of the Guaranteed Energy Production for reasons neither Party can control, We will do one of two things at Our sole discretion:



7.1.1 Contract with Installer, or any other contractor, for the installation of additional equipment on the Property for the purpose of raising energy production to the Guaranteed Energy Production level. This additional service will come at no cost to You.

7.1.2 Alternatively, We may, in Our sole discretion, choose to reimburse You for an amount commensurate with the difference between actual Energy Production and Guaranteed Energy Production levels. For each percentage point that the sum of the actual Energy Production is below the Guaranteed Energy Production, the "Low Performance Compensation Amount" shall be one (1%) of the Annual Service Rate. Measurements made by the Provider to compare actual Energy Production with Guaranteed Energy Production will occur at the end of the first year of the Term of this Agreement.

7.2 **Effect of Events Outside Our Control.** We may, in measuring performance of System, adjust its actual performance to such a degree as to account for events outside of Our control, including any Force Majeure Event, significant global and/or local climatic/environmental event, such as volcanic eruption(s), forest fire(s), unusually long periods of cloud cover (outside of standard weather patterns for the Property), or other event which impacts either solar irradiance or ambient temperature outside of Our control, shut-downs caused by You, and shut-downs of distribution or utility grid. We will make these adjustments in accordance with standard, equitable, and reasonable expected production values and consider such estimates to actual measured values for the purposes of compliance with this Agreement. We shall, in the event of any disconnection of the System from its internet connection, estimate Energy Production in lieu of actual measurement until such time as the internet connection is restored.

7.3 **Estimated Production Adjustment.** If (i) the System is shut down for more than Three (3) full Twenty-Four (24) hour days cumulatively during the Term because of Your actions; or (ii) You take some action that significantly reduces the output of the System; or (iii) You do not trim Your trees or other vegetation to avoid foliage growth from shading the System; or (iv) the System is not reporting production to Us; or (v) the System is removed or replaced for Property renovations or repairs or re-roofing (if applicable); or the System is moved to Your new property; or (vi) there is loss, damage, theft, or destruction of the System, then We will reasonably estimate the amount of energy that would have been delivered to You during such System or reporting outages or reduced production periods through Prudent Electrical Practices, including, without limitation, through historical performance of the System ("Estimated Production") and shall consider Estimated Production as actual production for purposes of this Article 7.

7.4 **Utility Savings Notice.** Utility rates and rate structures are subject to change, as is your energy usage or consumption patterns. These changes cannot be accurately predicted and therefore we neither guarantee nor project any savings regarding your utility charges during the Term of this Agreement.



ARTICLE 8 PURCHASE OPTIONS

8.1 **End of Term.** At the end of the Term, You will have the right to purchase the System from Us. The purchase price for the System will reflect the Fair Market Value of the System as provided in Schedule 8.1.

8.2 **Early Termination Right.** In addition to Your option to purchase the System at the end of the Term, You have the right to terminate this Agreement ("Early Termination Right") or option to purchase the System prior to the end of the Term as detailed below. To exercise this right or option You need to give Us at least One (1) month's, but not more than Three (3) months' prior written notice. You have the following options to terminate this Agreement or purchase the System from Us:

8.2.1 Early Termination of Agreement at the end of year 6. At the end of the sixth (6th) year from the beginning of the Term, which is referred to as "Year 6", You have the right to terminate this Agreement. The Early Termination Fee You will pay shall equal the Fair Market Value as provided in Schedule 8.1. If You exercise Your right under this Section 8.2.1 You will be the owner of the System and We will not be obligated to remove the System.

8.2.2 Purchase when You sell Your Property. At any time after Year 6 You have the option to purchase the System when You sell Your Property and the price You will pay for the System will be the Fair Market Value of the System as provided in Schedule 8.1.

8.3 **System Sold As-Is.** Any purchase of the System shall be on an as-is, where-is basis, and We shall not provide any warranty or other guarantee regarding the performance of the System, provided, however, that We shall assign to You the Limited Warranty, if any, that are in effect as of the purchase, and which are assignable pursuant to their terms.

ARTICLE 9 TAXES

9.1 You agree to pay or reimburse Us for any applicable taxes related to this Agreement, including sales, use, excise, property, or other taxes, if any. We shall be responsible for any income tax generated in connection with this Agreement.

ARTICLE 10 LIMITED WARRANTY



10.1 **Warranty**. Provider shall execute any System warranties offered to Provider (collectively, the “Limited Warranty”), when applicable, to the fullest extent possible. Provider will make available the details of any such Warranty upon Your request.

10.2 **Claims Under Warranties**. As long as We own the System, We will be responsible to make any and all claims under the Limited Warranty and We will enforce the Warranty to the fullest extent possible.

10.2 **Assignment of Warranty**. If You acquire the System pursuant to Article 8, We shall, to the extent permissible, assign to You the Limited Warranty at no additional cost to You.

10.3 **Exclusions and Disclaimer**. The Limited Warranty does not warrant any specific electrical performance of the System other than that described above. Snow or ice may accumulate on rooftops and on solar panels during snowstorms. Accumulated snow or ice may slide or fall, resulting in property damage or bodily harm. You acknowledge that We are not responsible for any such damage or harm. Further, the Limited Warranty does not apply to any lost energy production or any repair, replacement or correction required due to the following:

10.3.1 Someone other than Us or Our approved service providers installed, removed, re-installed or repaired the System;

10.3.2 Destruction or damage to the System or its ability to safely produce energy not caused by Us or Our approved service providers while servicing the System (e.g., if a tree falls on the System We will replace the System per the Agreement, but We will not repay You for power it did not produce);

10.3.3 Your failure to perform, or breach of, Your obligations under the Agreement (e.g., You modify or alter the System);

10.3.4 Your breach of the Limited Warranty, including Your being unavailable to provide access or assistance to Us in diagnosing or repairing a problem;

10.3.5 Any Force Majeure Event (as defined in Article 18 below);

10.3.6 Shading from foliage that is new growth or is not kept trimmed to prevent such shading;

10.3.7 Any System failure or lost production not caused by a System defect (e.g., the System is not producing energy because it has been removed to make roof or project site repairs or You have required Us to locate the inverter in a non-shaded area); and

10.3.8 Damage or loss to the System due to impact with falling objects thrown or dropped by a person.



EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. By signing this Agreement, You acknowledge and agree that the Limited Warranty identified herein is the sole guarantee of System performance. No other warranties expressed or implied, as to the merchantability, fitness for any particular purpose, condition, design, capacity, suitability, or performance of the System or its installation have been made. Provider and Installer, along with all representatives, agents, and beneficiaries of both parties disclaim and waive any warranty with respect to cost savings either stated or implied within this Agreement or any related document.

ARTICLE 11 LIMITATION OF LIABILITY

11. **Limitation of Liability.** THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

ARTICLE 12 TRANSFER

12. You understand and agree that after the Interconnection Date, We may, without Your consent but upon notice to You, sell, assign, or otherwise transfer the System and all our rights and responsibilities associated with this Agreement. Provided, however, that any successor or assignee of Provider to this Agreement must accept, in writing, all of Provider's obligations under this Agreement. In the event of the assignment of this Agreement by Provider, Your rights and responsibilities hereunder, will not change. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns.



Article 13
Intentionally Omitted and Reserved.

ARTICLE 14
OWNERSHIP OF SYSTEM, TAX CREDITS, REBATES

14.1 **System Ownership.** By signing this Agreement, You agree and acknowledge that the System is not a fixture, rather it is Our personal property under the Uniform Commercial Code. You agree that We have the right to file a UCC-1 financing statement ("UCC-1 Filing"), once the System is installed, that confirms Our interest in the System.

14.2 **Not a Contract to Sell.** You understand and agree that this Agreement is not a contract to sell the System to You. We own the System and all its parts, including any data generated from the System. You shall at all times keep the System free and clear of all liens, claims, levies and legal processes not created by Us, and shall at Your expense protect and defend Us against the same.

14.3 **Tax Credits and Rebates.** You understand and agree that any and all tax credits and other tax benefits, such as depreciation, are Our property and for Our benefit, usable at Our sole discretion. We understand and agree that any and all incentives, renewable energy credits, green tags, carbon offset credits, utility rebates or any other non-power attributes of the System are Your property and for Your benefit. You shall have the exclusive right to enjoy and use all such benefits, whether such benefits exist now or in the future. We agree to reasonably cooperate with You so that You may claim these incentives and benefits.

14.4 **Service Contract.** We both intend this Agreement to be a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code. You agree that as long as You have not exercised Your right to terminate this Agreement or Your purchase option pursuant to this Agreement that: (i) You have no right to operate the System; (ii) You will not bear any financial burden if the System fails to perform due to Our fault; (iii) You will not receive any financial benefit if the operating costs are less than the standards of performance or operation; and (iv) You will not have any options to buy the System at a fixed and determinable price other than as set forth herein, and We and You agree that any fixed purchase price set forth herein is reasonably expected not to be less than the fair market value of the System at the time the option is exercised.

ARTICLE 15
INDEMNITY

15. To the fullest extent permitted by law, both We and You shall indemnify, defend, protect, save and hold harmless the other party and the other party's employees, officers, directors, agents, successors, contractors, and assigns from any and all third-party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature ("Claims") arising out of, connected with, relating to or resulting from the indemnifying party's negligence; provided, that



nothing herein shall require either party to indemnify the other party for any Claims to the extent arising out of, connected with, relating to or resulting from the indemnified party's negligence. The provisions of this paragraph shall survive termination or expiration of this Agreement. For clarity and avoidance of doubt, the Installer's indemnity obligation shall be outlined in the Installer Agreement.

ARTICLE 16 SELLING PROPERTY, TRANSFERABILITY, SYSTEM REMOVAL

16.1 **Selling Your Property.** If You sell Your Property You can purchase the System as provided for in Section 8.2.2, or upon our written consent, You can elect to:

16.1.1 **Transfer this Agreement and the Service Rates, if any.** The person/entity buying the Property (the "Property Buyer") can sign a transfer agreement assuming all of Your rights and obligations under this Agreement; or

16.1.2 **Move the System to Your new property.** Where permitted by the utility(s), the System can be moved to Your new property pursuant to Section 4.8. You will need to provide the same rights to Us as provided for in this Agreement and provide any third-party consents or releases required by Us in connection with the substitute property and meet other relevant requirements of Article 3 that We may determine applicable in our sole discretion.

16.1.3 **Notice Required:** In case of electing either of the above options, You agree to give Us at least thirty (30) days but not more than Three (3) months prior written notice if You want someone to assume Your Agreement obligations. In connection with this assumption, You, Your Property Buyer and We shall execute a written transfer of this Agreement.

16.2 **Default.** If You sell the Property and do not comply with any of the options above, You will be in default under this Agreement.

16.3 **Transferability.** This Agreement is free of any restrictions that would prevent the Property owner from freely transferring the Property. We will not prohibit the sale, conveyance or refinancing of the Property. We may choose to file a UCC-1 Filing that preserves Our rights in the System. The UCC-1 Filing is intended only to give notice of Our rights relating to the System and is not a lien or encumbrance against the Property. We shall explain the UCC-1 Filing to any subsequent purchasers of the Property and any related lenders as requested. We shall also accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Property.

16.4 EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD.



16.5 **System Removal.** Provider will remove, or caused to be removed, the System from the Property within One Hundred Eighty (180) days after (i) the end of the Term at no cost to You, provided You are not in default of this Agreement; or (ii) the termination of this Agreement at Your cost and expense as a result of Your default under this Agreement. We will return the project site as close as is reasonably possible to its original condition before the System was installed (e.g. ordinary wear and tear and color variances due to manufacturing changes are excepted). You agree to reasonably cooperate with Us in removing the System, given at least forty-eight (48) hours' notice, including providing necessary access, space, and storage, and We will reasonably cooperate with You to schedule removal in a time and manner that minimizes inconvenience to You.

ARTICLE 17 INSURANCE, DAMAGE TO SYSTEM

17.1 **Insurance.** You shall maintain in full force and effect throughout the Term, with an insurance company with an A.M. Best rating of A-VII or better, property insurance covering risk of loss or damage to the System and in an amount equal to its functional replacement cost but not less than the value of the system as set forth in the purchase agreement between Provider and Installer. THE POLICY SHALL INCLUDE COVERAGE FOR THEFT AND, WHERE APPLICABLE, COVERAGE FOR EARTHQUAKE, FLOOD, HAIL, AND WIND and shall name Us as loss payee and shall waive any right of subrogation against Us unless any loss or damage to the System is caused by Our gross negligence or intentional misconduct. IF ANY DAMAGE TO OR LOSS OF THE SYSTEM IS CAUSED BY AN UNINSURED PERIL (E.G. YOU DO NOT HAVE INSURANCE COVERAGE FOR EARTHQUAKES AND THE SYSTEM IS DAMAGED BY AN EARTHQUAKE), WE SHALL NOT BE OBLIGATED TO REPAIR OR REPLACE THE SYSTEM PURSUANT TO THIS AGREEMENT. All insurance policies shall provide that the insurer shall give at least Thirty (30) days' prior written notice of amendment or cancellation to the other party. Upon request each party shall furnish current certificates of insurance evidencing the insurance required hereunder.

17.2 **Loss or Damage to System.** We will retain title to and be the legal and beneficial owner of the System and the System shall remain Our personal property and shall not attach to or be deemed a part or fixture of the Property. We may file one or more precautionary financing statements in jurisdictions We deem it appropriate with respect to the System in order to protect Our rights in the System.

17.3 **Gross Negligence.** Unless You are grossly negligent or You intentionally damage the System, We will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. Except as expressly provided in this Agreement, no loss, damage, theft or destruction will excuse You from Your obligations under this Agreement, including the Service Rates, if any.

17.4 **No Fault.** If there is loss, damage, theft, destruction or a similar occurrence affecting the System, and You are not in default under this Agreement, You shall continue to timely make all



Service Rate payments and pay all other amounts due under the Agreement and cooperate with Us, at Our sole cost and expense, to have the System repaired pursuant to the Terms of this Agreement.

17.5 **Total Destruction.** Upon the total damage, destruction, or loss of the System, or, in the reasonable opinion of Your insurance provider, the System is determined to have experienced a constructive total loss, We shall repair or replace the System absent an agreement in writing between You and Us not to do so, by using the insurance proceeds with respect to the System as quickly as possible. If You and Us jointly agree not to proceed with any repair or replacement work, (i) You and Us together may elect to terminate this Agreement and the termination shall be effective immediately upon delivery of the notice and (ii) any difference between such amount and the insurance proceeds shall be owed to Us.

ARTICLE 18 FORCE MAJEURE

18.1 **"Force Majeure"** means an unusual, unexpected, reasonably unforeseeable, and significant event: (i) that was not within the control of the Party claiming its occurrence; (ii) that could not have been prevented or avoided by such Party through the exercise of reasonable diligence; and (iii) that prohibits or prevents such Party from performing its obligations under this Agreement. Under no circumstances shall Force Majeure include (a) any occurrence or event that merely increases the costs or causes an economic hardship to a Party, (b) any occurrence or event that was caused, in whole or in material part, by the Party claiming the Force Majeure, (c) Provider's ability to sell the energy at a price greater than that set out in this Agreement, or (d) Customer's ability to procure the energy at a price lower than that set out in this Agreement. In addition, a delay or inability to perform attributable to a Party's lack of preparation, a Party's failure to timely take the actions necessary to obtain and maintain all necessary permits, a failure to satisfy contractual conditions or commitments, or lack of or deficiency in funding or other resources shall each not constitute a Force Majeure.

18.2 If Force Majeure prevents a Party from fulfilling any obligations under this Agreement, the Party affected by Force Majeure (**"Affected Party"**) shall promptly notify the other Party, either in writing, of the existence of such Force Majeure. The notification must specify in reasonable detail the circumstances of the Force Majeure, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure until such Force Majeure ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure cannot be mitigated by the use of commercially reasonable efforts. The Affected Party will use commercially reasonable efforts to resume its performance as soon as possible. If a Party claims it is delayed in, or prevented from performing or carrying out any of the agreements, covenants and obligations under this Agreement by reason of claiming Force Majeure for a period of (i) 60 consecutive calendar days



or longer or (ii) a total of 120 calendar days in any 12-month period, then the Party not claiming Force Majeure may terminate this Agreement and neither Party shall have any liability to the other as a result of such termination, provided, however, that Customer shall pay Provider for energy sold prior to such termination.

ARTICLE 19 DEFAULT AND REMEDIES

19.1 **Default.** A default under this Agreement occurs in any one of the following circumstances:

19.1.1 A Party fails to make any payment when it is due and such failure continues for a period of Fourteen (14) days following written notice by the non-default party;

19.1.2 A Party fails to perform any obligation, including but not limited to the obligation for insurance, the installation of the System, Provider's repair, maintenance, and service obligations, and such failure continues uncured for a period of fourteen (14) days after written notice thereof by the non-defaulting Party;

19.1.3 You assign, transfer, encumber, sublet or sell this Agreement or any part of the System without Our prior written consent, which consent shall not be unreasonably withheld; or

19.1.4 A Party or any guarantor makes an assignment for the benefit of creditors, admits in writing its insolvency, files or there is filed against it a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity.

19.2 **Our Remedies if You default.** If You are in default, We may take any one or more of the following actions. We will give You notice and wait any period of time required before taking any of these actions, as required by law. We may:

19.2.1 terminate this Agreement.

19.2.2 take any reasonable action to correct Your default or to prevent Our loss; any amount We pay will be added to the amount You owe Us and will be immediately due;

19.2.3 require You, at Your expense, to return the System or make it available to Us in a reasonable manner;

19.2.4 proceed, by appropriate court action, including but not limited to seeking injunctive relief in the event a monetary default, to enforce performance of this Agreement and to recover damages for Your breach;



19.2.5 disconnect, turn off or take back the System by legal process, but We may not disturb the peace or violate the law;

19.2.6 report such non-operational status of the System to Your utility, informing them that You are no longer net metering;

19.2.7 charge You a reasonable reconnection fee for reconnecting the System to Your utility or turning Your System back on after We disconnect or turn off the System due to Your default; or

19.2.8 You agree to repay Us for any reasonable amounts We pay to correct or cover Your default. You also agree to reimburse Us for any costs and expenses We incur relating to the System's return resulting from early termination due to Your default. By choosing any one or more of these remedies, We do not give up Our right to use another remedy. By deciding not to use any remedy should this Agreement be in default, Our action is not a waiver of Our right to use that remedy in case of a subsequent default.

19.3 **Your remedies if We default.** If We are in default, You may take any one or more of the following actions. You will give Us notice and wait any period of time required before taking any of these actions, as required by law. You may:

19.3.1 terminate this Agreement, and require Us to remove the System and return Your property to as good of condition as it was in prior to the placement of the System, and to return the roof to a weathertight condition.

19.3.2 take any reasonable action to correct Our default or to prevent Your loss;

19.3.3 proceed, by appropriate court action, including but not limited to seeking injunctive relief in the event a monetary default, to enforce performance of this Agreement and to recover damages for Our breach;

19.3.4 We agree to repay You for any reasonable amounts You pay to correct or cover Our default. We also agree to reimburse You for all costs and expenses You incur relating to the System's return, and restoration of the underlying or associated facility property, resulting from early termination due to Our default. By choosing any one or more of these remedies, You do not give up Your right to use another remedy. By deciding not to use any remedy should this Agreement be in default, Your action is not a waiver of Your right to use that remedy in case of a subsequent default.

ARTICLE 20 DISPUTE RESOLUTION AND ARBITRATION

20.1 **intentionally omitted and reserved.**

20.2 **MEDIATION.** THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF OKLAHOMA. ANY DISPUTES ARISING UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING AN ALLEGATION OF BREACH THEREOF, AND ANY DISPUTES ARISING OUT OF OR



RELATING TO THE RELATIONSHIP CREATED BY THE AGREEMENT, AND ANY DISPUTES AS TO THE RIGHTS AND OBLIGATIONS OF THE PARTIES, (A "DISPUTE") SHALL BE FIRST SUBMITTED TO NON-BINDING MEDIATION IN OKLAHOMA CITY, OKLAHOMA. IF THE DISPUTE CANNOT BE SETTLED BY MEDIATION, EITHER PARTY MAY GIVE THE OTHER PARTY AND THE MEDIATOR A WRITTEN NOTICE TERMINATING THE MEDIATION PROCESS. ALL CONFERENCES AND DISCUSSIONS THAT OCCUR IN CONNECTION WITH THE MEDIATION CONDUCTED UNDER THIS AGREEMENT WILL BE DEEMED SETTLEMENT DISCUSSIONS. EACH PARTY WILL BEAR ITS OWN COSTS OF MEDIATION, AND ANY COSTS PAYABLE TO THE MEDIATION SERVICE OR THE MEDIATOR WILL BE SHARED EQUALLY BY THE PARTIES.

ARTICLE 21 REPRESENTATIONS AND WARRANTIES

21.1 As a material inducement to entering into this Agreement, each Party (or the Party specified, as applicable), with respect to itself, represents and warrants to the other Party throughout the Term:

21.1.1 No Consents or Other Authorizations. To the knowledge of each Party, it has or will obtain when required all regulatory authorizations necessary for it to perform its obligations under this Agreement and no consents of any other Party and no act of any other governmental authority is required in connection with the execution, delivery and performance of this Agreement other than those which it has or will reasonably seek to obtain.

21.1.2 Due Authorization; No Violation. The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a Party.

21.1.3 Due Diligence. It is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party hereto in so doing, and is capable of assessing the merits of, and understands and accepts, the terms, conditions and risks of this Agreement.

ARTICLE 22 MISCELLANEOUS PROVISIONS

22.1 Privacy/Publicity. You grant Us the right to publicly use, display, share, and advertise the photographic images, Project details, and any other identifying information of Your Project. Provided, no students will be shown or identified in any images, documents or other Project details.



22.2 **Intentionally omitted and reserved.**

22.3 **Waivers.** Any waiver at any time by any Party of its rights with respect to the other Party or with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any other prior or subsequent default or matter.

22.4 **Notices.** Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, or (iii) one (1) working day after such notice or communication sent by overnight courier. A Party may, for the purposes of this Agreement, change its address, email, or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant hereto. Notices shall be sent as follows:

Customer/You

Notices to Provider shall be sent to:

With copies to:

With copies to:

Resolution Legal Group
Attn: Russell Wantland
1214 N. Hudson Ave.
Oklahoma City, OK 73103
Phone: 405.235.6500
Email: Russell@ResolutionLegal.com

Notices shall be deemed to have been received, and shall be effective, upon receipt. Notices of changes of address by either Party shall be made in writing no later than ten (10) calendar days prior to the effective date of such change; provided, however, that any failure hereof shall not be deemed an event of default or other grounds for termination of the Agreement.

22.5 **Governing Law.** All disputes arising out of the performance or non-performance under this Agreement shall be construed in accordance with the laws of the State of Oklahoma, notwithstanding any laws requiring the application of the laws of another state. The Parties agree that sole and exclusive jurisdiction and venue for any action or litigation arising from or relating to this Agreement shall be an appropriate court in Cleveland County Oklahoma, provided that such court has jurisdiction. Absent such federal jurisdiction, the Parties agree that sole and exclusive jurisdiction and venue for any action or litigation arising from or relating to this Agreement shall be an appropriate state court located in the State of Oklahoma.



22.6 **Headings Not to Affect Meaning.** The descriptive headings used for the various articles and sections herein have been inserted for convenience and reference only and shall in no way affect the meaning or interpretation, or modify or restrict any of the terms and provisions hereof.

22.7 **No Consent to Violation of Law.** Nothing contained herein shall be construed to constitute consent or acquiescence by either Party to any action of the other Party which violates the laws of the United States as those provisions may be amended, supplemented or superseded, or which violates any other law or regulation, or any order, judgment or decree of any court or governmental authority of competent jurisdiction.

22.8 **Relationship to the Parties.** Nothing contained in this Agreement shall be construed to create an association, joint venture, partnership or any other type of entity or relationship between Provider and Customer, or between either or both of them and any other Party.

22.9 **Third-Party Beneficiaries.** This Agreement is intended solely for the benefit of the Parties hereto, and nothing therein will be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a Party hereto.

22.10 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and parol or extrinsic evidence shall not be used to vary or contradict the express terms hereof.

22.11 **Amendment.** This Agreement shall be amended or modified only by the mutual written agreement of both Provider and Customer.

22.12 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all related documents may be executed and delivered by electronic mail or other electronic signature by any of the parties to any other party and will be deemed original signatures. Electronic copies of this Agreement shall constitute and be deemed an original copy of this Agreement for all purposes, provided that such electronic copies are fully executed, dated, and identical in form to the original hard copy version of this Agreement. The receiving party may rely on the receipt of such document so executed and delivered by electronic mail or other electronic means as if the original had been received.

22.13 **Material Adverse Change.** If the federal government or any state government adopts, enacts, or otherwise imposes a new law, rule or regulation which either makes a Party's performance under this Agreement unlawful, or makes this Agreement unenforceable, and such governmental action does not constitute a Force Majeure event hereunder, then the Parties shall negotiate in good faith to amend the terms of this Agreement and to determine the appropriate changes, if any, so that the Party affected by such change in law or regulation is able to lawfully perform its obligations without materially adversely affecting the financial benefit hereunder to the other Party.



22.14 **Further Assurances.** In furtherance of the terms and provisions hereof, the Parties agree to collaborate in good faith in order to achieve the performance by each other of their respective obligations hereunder, including by executing and delivering such documents and instruments as reasonably requested by either Party.

22.15 **Pricing and Terms.** The pricing and terms in this Agreement are valid for forty-five (45) days from the date on Page 1. If You do not sign this Agreement and return it to Us on or prior to Forty-five (45) days after the date on Page 1, We reserve the right to reject this Agreement.

[REMAINDER OF PAGE LEFT BLANK. SIGNATURES FOLLOW.]



Agreed to as of the date set forth above.

CUSTOMER:

Norman Public Schools

By: 

Name: Dirk O'Hara

Title: Board President

PROVIDER:

[provider name]

By: 

Name: Tom Capucille

Title: Manager



Schedule 1.2

System Characteristics

The System characteristics will include the following, or substantially similar characteristics:

- a. The inclusion of 530 SIL-500 HM Solar PV modules, producing a nameplate capacity of 265.00 kW DC and 412,566 kWh DC in the first year ("Estimated Energy Production"). The Estimated Energy Production is expected to decrease each year by approximately 0.05% due to normal module degradation.
- b. The guaranteed minimum production during the first (1st) year of the Term will be ninety percent (90%) of this figure: 371,309 kWh DC. ("Guaranteed Energy Production")
- c. The inclusion of 5 SMA STP-50000TL-US-41 inverters.
- d. The inclusion of the RM10 EVO in the Ballast mount style.
- e. The inclusion of all wiring, subcomponents, labor, and incidental materials necessary to produce power as listed above.
- f. The inclusion of all equipment required for You and Provider to monitor system performance. Customer agrees that Provider reserves the right to monitor system performance by any means deemed reasonable for the purposes of determining its own compliance with the System's production guarantee, as provided in paragraph (a) above. This may include such measures as electronic monitoring of consumption and production or video recording equipment for the purpose of assessing shade and weather conditions which may affect System performance.

Should Installer determine that, for any reason, the original design of the System is no longer suitable for installation on the Property, then Installer will make reasonable efforts to modify the System to suit the Property and to ensure that the System's characteristics remain substantially similar to those identified above.



[Schedule 8.1]

Fair Market Value of the System

The purchase price for the System will reflect the Fair Market Value of the System at the time as determined by a neutral third party chosen by mutual agreement between the Parties.

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Third day of April in the year Two Thousand Twenty-three
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Norman Public Schools
Independent School District No. 29 of Cleveland County, Oklahoma
131 S. Flood Ave.
Norman, OK 73170

and the Architect:
(Name, legal status, address and other information)

MA+ Architecture, LLC
4000 N. Classen Blvd., Suite 100N
Oklahoma City, OK 73118
Telephone Number: (405)525-8806

for the following Project:
(Name, location and detailed description)

On-Call Architectural and Peer Review Services for 2023 Bond Projects For Norman
Public Schools
Norman, Oklahoma

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement constitutes a master agreement setting for the term and conditions under which the Architect will provide professional services including, but not limited to master planning, scope development and architectural and engineering design services in connection with remodeling, addition to or construction of building and improvements as requested by the Owner. The scope of any services to be performed under the terms of this Agreement and the compensation to be paid to the Architect for such services will be set forth in a Supplemental Schedule and accompanying Exhibit "A" to the Supplemental Schedule to be executed and delivered by the parties prior to the commencement of any work or other activity in connection with a particular project. Each project shall be the subject of a separate Supplemental Schedule. This Agreement and each Supplement Schedule executed by the Owner and the Architect shall constitute the entire integrated agreement between the Owner and the Architect and shall supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument signed by both Owner and Architect.

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

To be determined.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To be determined.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Construction Manager. Construction Manager's have not been chosen official yet.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be determined.

.2 Construction commencement date:

To be determined.

.3 Substantial Completion date or dates:

To be determined.

.4 Other milestone dates:

To be determined.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid pursuant to the Oklahoma Public Competitive Bidding Act of 1974.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Justin Milner, Associate Superintendent & COO
Operational Services, Norman Public Schools
131 South Flood Avenue
Norman, OK 73069
Telephone Number: (405)366-5874

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Unknown at this time.

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:
- .2 Civil Engineer:
- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)
IT Design Services
Storm Shelter Structural and Non-Structural Peer Review Services
Enhanced Structural Storm Shelter Observations

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Marcia Gallant, AIA
Project Architect
110 N. Mercedes, Suite 200
Norman, OK 73069
Telephone Number: (405)525-8806

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Kirkpatrick Forest Curtis, PC
525 Central Park Drive, Suite 202
Oklahoma City, OK 73105
Telephone Number: (405)528-4596
- .2 Mechanical Engineer:

Allen Consulting, Inc.
110 N. Mercedes Drive, Suite 100
Norman, OK 73069
Telephone Number: (405)447-2282
- .3 Electrical Engineer:

Allen Consulting, Inc.
110 N. Mercedes Drive, Suite 100
Norman, OK 73069
Telephone Number: (405)447-2282
- .4 Landscape Architecture:

To be determined.

§ 1.1.11.2 Consultants retained under Supplemental Services:

Unknown at this time.

(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraphs deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect represents that Architect is professionally qualified and experienced in the design and provision of architectural services for the construction and renovation of public school buildings and facilities in the State of Oklahoma. The Architect is familiar with Project site and the laws, codes and regulations applicable to the provision of the Architect's services and to the completion and the occupancy of the buildings and facilities comprising the Project. The Architect shall respond, in the design of the Project and in the provision of other services called for in this Agreement, to applicable building codes and other requirements imposed by governmental authorities having jurisdiction over the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) for each occurrence and Four Million Dollars and Zero Cents (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) per claim and Four Million Dollars and Zero Cents (\$ 4,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants and the Construction Manager. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include date for delivery of documents during the schematic, design development and construction documents phases and the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Construction Manager and the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The following design services will be considered basic services if associated cost is included in the Cost of Work; programming, landscape design and interior design.

§ 3.1.8 The Architect shall assist the Owner in preparation for, and shall attend, staff meetings as well as public presentations, meetings and hearings.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

Init.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared by the Construction Manager, consult with the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate. Providing the Owner such information shall not relieve the Construction Manager of his obligations for cost estimating.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall review the updated estimate of the Cost of the Work prepared by the Construction Manager, consult the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall review the updated estimate for the Cost of the Work prepared by the Construction Manager, consult the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall, in accordance with the requirements of the Oklahoma Public Competitive Bidding Act, and with the assistance of the Construction Manager, prepare necessary bidding information including bid notices, bid forms, and conditions of the Contract and the form of Agreement between Owner and Contractor, all subject to review and approval of the Owner and Owner's counsel. The Architect shall assist the Owner in obtaining competitive bids and in awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of Bid Notice, Instructions to Bidders, Bid Form, Bidding Requirements, proposed contract forms including general and supplemental conditions, Specifications and Drawings.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by:

- .1 Assisting the Construction Manager in preparing bid packages including bidding requirements;
- .2 Participating in a pre-bid conference for prospective bidders organized and conducted by the Construction Manager;
- .3 Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda; and,
- .4 Assisting the Construction Manager in organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. If the modification of this Agreement creates a conflict between the provisions of this Agreement and the A201, provisions of this Agreement shall control as it relates to the Architect's services.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. As part of the Architect's Basic Services, the Architect shall assist the Owner in preparation of the final punch list.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 . Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent

tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.6.6 The Architect shall deliver, upon Project Completion, a complete set of Construction Documents, as built drawing in paper and PDF format, and in the latest version of CAD or Revit and a clean (vectorized) site plan and floor plans.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. The Architect shall notify the Owner in writing of any proposed Additional Services. Additional Services for which additional compensation is sought shall only be performed up the prior written approval of the Owner. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Geotechnical Engineering (Rows deleted)	Owner. Coordinated by the Architect.
§ 4.1.1.2 Civil Engineering (Rows deleted)	Owner. Coordinated by the Architect.
§ 4.1.1.3 IT Design Services	Owner. Coordinated by the Architect.
§ 4.1.1.4 Storm Shelter Structural Peer Review	Owner. Coordinated by the Architect.
§ 4.1.1.5 Storm Shelter Non-Structural Peer Review	Owner. Coordinated by the Architect.

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Geotechnical Engineering, Civil Engineering, IT Design Services, Storm Shelter Peer Review (Structural and Non-Structural), Enhanced Structural Storm Shelter Observations. All Supplemental Services will be coordinated by the Architect.

(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement except for services required due to the fault of the Architect or when the Owner has approved or rejects proposed Additional Services by written notice as provided in Subparagraphs 4.3.1 and 4.2.2, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing except when required in the performance of the Architect's Construction Phase Services or Bidding Phase Services;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide
(Paragraphs deleted)

a reasonable number or review of the Contractor submittals and reasonable number of the site visits and inspections both taking into consideration the nature and complexity of the Project. Excessive numbers of reviews, visits and inspections shall be provided as Additional Services upon notice to and approval of the Owner.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after the date of Substantial Completion of Work or issuance of a Certificate of Occupancy if required.

§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner's Designated Representative identified in Subparagraph 1.1.7 shall be authorized to act on the Owner's behalf with respect to the Project consistent with the terms and conditions set forth in this Agreement. The Owner's Designated Representative consent material changes in the Project or bind the Owner to the resolution of claims, disputes or other matters affecting the Owner's rights and obligations under this Agreement. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private,

above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. The Cost of Work does not include the cost to correct non-conforming Work nor shall it include costs resulting from errors or omissions of the Architect.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has

control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner and the Construction Manager to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the total of the trade contractors bids, Construction Manager's fee and General Conditions (the "Guaranteed Maximum Price"), the Owner shall in the Owner's sole discretion

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the

Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

(Paragraphs deleted)

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(Paragraphs deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Upon termination by the Owner for cause, the Owner's non-exclusive license to use the Instruments of Services becomes permanent and irrevocable.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7

(Paragraphs deleted)

The Architect shall cooperate fully with any successor architect employed by the Owner and shall furnish originals or copies of the Instruments of Service and all other drawings, specifications, and documents relative to the Project, including data in the electronic format as may be reasonably requested. Reasonable compensation and reimbursement for expenses incurred for the assembly and delivery of such information shall be paid as Additional Services.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Oklahoma.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

(Paragraphs deleted)

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 In any action or arbitration proceeding, including appeals, thereof, brought for breach or to otherwise enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to such other relief as may be awarded.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as in accordance with the provisions of the applicable Supplemental Schedule authorizing the commencement of Work on the Project. Fee for MA+ Architecture, LLC will be updated yearly as projects are scheduled and a new fee for those projects will be issued in a Supplemental Schedule.

(Paragraphs deleted)

For services rendered during the planning of the Work described in § 3.1 through 3.5, the basis of the fee shall be the Estimate of the Cost of the Work submitted by the Construction Manager and approved by the Owner. The fee shall remain constant (except by increase for scope that may from time to time be approved by the Owner) until a Guaranteed Maximum Price (GMP) has been established by competitive bidding and the Owner awards construction contracts. If the Guaranteed Maximum Price (GMP) for construction is greater than the Estimate of the Cost of the Work, compensation shall be increased proportionately. If the Guaranteed Maximum Price (GMP) for construction is less than the estimate of the Cost of the Work, compensation shall be reduced proportionately. The Cost of the Work shall, for purposes of determining Architect's compensation, include the total of all construction contracts awarded for the construction of the Project including the Construction Manager's fee, General Conditions and Reimbursables. It shall not include contingencies, engineering and other professional fees.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See attached Exhibit "A", 2023 Hourly Rates for MA+ Architecture, LLC. Wage and Rate Schedule – Exhibit "A" to Agreement subject to adjustment as provided in Section 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus

(Paragraphs deleted)

Ten percent (10%), or as follows:

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to Exhibit "A", MA+ Architecture, LLC 2023 Hourly Rates.

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Permitting and other fees required by authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, and standard form documents;

(Paragraph deleted)

- .4 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .6 Site office expenses when approved in writing by the Owner;

(Paragraphs deleted)

- .7 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .8 Other similar Project-related expenditures.
- .9 Project Management Software

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear

(Paragraphs deleted)

interest. The rate of interest on unpaid amounts shall be equal to the interest on judgements of the district courts of the State of Oklahoma as established from time to time but never exceed 10% per annum.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 The Architect will not knowingly allow any employee of the Architect or of any subcontractor to work on school premises during normal school hours if the employee is convicted in this state, the United States or another state of: (1) any sex offense subject to the Sex Offenders Registration Act of this state, similar law of another state, or the federal sex offender registration provisions; or (2) any felony offense, unless (a) the person is a volunteer or (b) the person is performing community service hours under court order or (c) the person is performing services under a supervised work release program or (d) ten (10) years have elapsed since the date of the criminal conviction or (e) the employee has received a Presidential or Gubernatorial pardon for the criminal offense.

§ 12.2 The Architect will furnish a signed statement declaring that no employee working on school premises during normal school hours under the authority of the Architect is in violation of the provisions of this Article.

§ 12.3 The Architect agrees to request similar compliance statements from the Construction Manager and all Trade Contractors and subcontractors employed on the Project. No request for payment will be approved by the Architect unless accompanied by the required compliance statements.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[X] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit "A" MA+ Architecture, LLC 2023 Hourly Rates

- .4 Other documents:

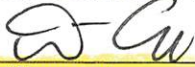
(List other documents, if any, forming part of the Agreement.)

Addendum to Agreement of even date.

Supplemental Schedule.

Init.

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Dirk O'Hara

President, Board of Education

(Printed name and title)



ARCHITECT (Signature)

Gary L. Armbruster, AIA, ALEP

Principal

(Printed name, title, and license number, if required)

Init.

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User Notes:

(1987470385)

Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:01:53 ET on 04/04/2023.

PAGE 1

AGREEMENT made as of the Third day of April in the year Two Thousand Twenty-three

...

Norman Public Schools
Independent School District No. 29 of Cleveland County, Oklahoma
131 S. Flood Ave.
Norman, OK 73170

...

MA+ Architecture, LLC
4000 N. Classen Blvd., Suite 100N
Oklahoma City, OK 73118
Telephone Number: (405)525-8806

...

On-Call Architectural and Peer Review Services for 2023 Bond Projects For Norman Public Schools
Norman, Oklahoma

PAGE 2

~~§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.~~
~~(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")~~ constitutes a master agreement setting for the term and conditions under which the Architect will provide professional services including, but not limited to master planning, scope development and architectural and engineering design services in connection with remodeling, addition to or construction of building and improvements as requested by the Owner. The scope of any services to be performed under the terms of this Agreement and the compensation to be paid to the Architect for such services will be set forth in a Supplemental Schedule and accompanying Exhibit "A" to the Supplemental Schedule to be executed and delivered by the parties prior to the commencement of any work or other activity in connection with a particular project. Each project shall be the subject of a separate Supplemental Schedule. This Agreement and each Supplement Schedule executed by the Owner and the Architect shall constitute the entire integrated agreement between the Owner and the Architect and shall supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument signed by both Owner and Architect.

...

To be determined.

...

To be determined.

PAGE 3

Construction Manager. Construction Manager's have not been chosen official yet.

...

To be determined.

...

To be determined.

...

To be determined.

...

To be determined.

...

Competitive bid pursuant to the Oklahoma Public Competitive Bidding Act of 1974.

...

N/A

...

Justin Milner, Associate Superintendent & COO
Operational Services, Norman Public Schools
131 South Flood Avenue
Norman, OK 73069
Telephone Number: (405)366-5874

...

Unknown at this time.

PAGE 4

(List any other consultants and contractors retained by the Owner.)

IT Design Services
Storm Shelter Structural and Non-Structural Peer Review Services
Enhanced Structural Storm Shelter Observations

...

Marcia Gallant, AIA
Project Architect
110 N. Mercedes, Suite 200
Norman, OK 73069
Telephone Number: (405)525-8806

...

Kirkpatrick Forest Curtis, PC
525 Central Park Drive, Suite 202
Oklahoma City, OK 73105
Telephone Number: (405)528-4596

...

Allen Consulting, Inc.
110 N. Mercedes Drive, Suite 100
Norman, OK 73069
Telephone Number: (405)447-2282

...

Allen Consulting, Inc.
110 N. Mercedes Drive, Suite 100
Norman, OK 73069
Telephone Number: (405)447-2282

.4 Landscape Architecture:
To be determined.

...

Unknown at this time.

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

PAGE 5

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect represents that Architect is professionally qualified and experienced in the design and provision of architectural services for the construction and renovation of public school buildings and facilities in the State of Oklahoma. The Architect is familiar with Project site and the laws, codes and regulations applicable to the provision of the Architect's services and to the completion and the occupancy of the buildings and facilities comprising the Project. The Architect shall respond, in the design of the Project and in the provision of other services

called for in this Agreement, to applicable building codes and other requirements imposed by governmental authorities having jurisdiction over the Project.

...

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) for each occurrence and Four Million Dollars and Zero Cents (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) per claim and Four Million Dollars and Zero Cents (\$ 4,000,000.00) in the aggregate.

PAGE 6

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's ~~consultants, consultants~~ and the Construction Manager. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include date for delivery of documents during the schematic, design development and construction documents phases and the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Construction Manager and the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

...

§ 3.1.7 The following design services will be considered basic services if associated cost is included in the Cost of Work; programming, landscape design and interior design.

§ 3.1.8 The Architect shall assist the Owner in preparation for, and shall attend, staff meetings as well as public presentations, meetings and hearings.

PAGE 7

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3 by the Construction Manager, consult with the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate. Providing the Owner such information shall not relieve the Construction Manager of his obligations for cost estimating.

...

~~§ 3.3.2 The Architect shall update the review the updated estimate of the Cost of the Work prepared in accordance with Section 6.3 by the Construction Manager, consult the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate.~~

PAGE 8

~~§ 3.4.4 The Architect shall update the review the updated estimate for the Cost of the Work prepared in accordance with Section 6.3 by the Construction Manager, consult the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate.~~

...

~~The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the shall, in accordance with the requirements of the Oklahoma Public Competitive Bidding Act, and with the assistance of the Construction Manager, prepare necessary bidding information including bid notices, bid forms, and conditions of the Contract and the form of Agreement between Owner and Contractor, all subject to review and approval of the Owner and Owner's counsel. The Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) obtaining competitive bids and in awarding and preparing contracts for construction.~~

...

~~§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents. Bid Notice, Instructions to Bidders, Bid Form, Bidding Requirements, proposed contract forms including general and supplemental conditions, Specifications and Drawings.~~

~~§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by:~~

- ~~1. facilitating the distribution of Bidding Documents to prospective bidders; Assisting the Construction Manager in preparing bid packages including bidding requirements;~~
- ~~2. organizing and conducting Participating in a pre-bid conference for prospective bidders; bidders organized and conducted by the Construction Manager;~~
- ~~3. preparing Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,~~
- ~~4. Assisting the Construction Manager in organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~

...

~~§ 3.5.3 Negotiated Proposals~~

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:~~

- ~~1. facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- ~~2. organizing and participating in selection interviews with prospective contractors;~~
- ~~3. preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
- ~~4. participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

...

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. If the modification of this Agreement creates a conflict between the provisions of this Agreement and the A201, provisions of this Agreement shall control as it relates to the Architect's services.

PAGE 9

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. As part of the Architect's Basic Services, the Architect shall assist the Owner in preparation of the final punch list.

...

~~§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents.~~ Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

PAGE 11

§ 3.6.6.6 The Architect shall deliver, upon Project Completion, a complete set of Construction Documents, as built drawing in paper and PDF format, and in the latest version of CAD or Revit and a clean (vectorized) site plan and floor plans.

...

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. The Architect shall notify the Owner in writing of any proposed Additional Services. Additional Services for which additional compensation is sought shall only be performed up the prior written approval of the Owner. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

...

§ 4.1.1.1 Geotechnical Engineering	<u>Owner. Coordinated by the Architect.</u>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post-construction use	
§ 4.1.1.2 Civil Engineering	<u>Owner. Coordinated by the Architect.</u>
§ 4.1.1.8 Civil engineering	

§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple-bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.3 IT Design Services	Owner. Coordinated by the Architect.
§ 4.1.1.30 Other Supplemental Services	Owner. Coordinated by the Architect.
§ 4.1.1.4 Storm Shelter Structural Peer Review	

PAGE 12

§ 4.1.1.6 Enhanced Structural Storm Shelter Observations	Owner. Coordinated by the Architect.
---	--------------------------------------

...

N/A

...

Geotechnical Engineering, Civil Engineering, IT Design Services, Storm Shelter Peer Review (Structural and Non-Structural), Enhanced Structural Storm Shelter Observations. All Supplemental Services will be coordinated by the Architect.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except Agreement except for services required due to the fault of the Architect, the Architect or when the Owner has approved or rejects proposed Additional Services by written notice as provided in Subparagraphs 4.3.1 and 4.2.2, any

Additional Services provided in accordance with this Section 4.2.4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

...

- .7 Preparation for, and attendance at, a public presentation, meeting or ~~hearing~~; hearing except when required in the performance of the Architect's Construction Phase Services or Bidding Phase Services;

PAGE 13

§ 4.2.3 The Architect shall provide ~~Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:~~

- ~~1 () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor~~
- ~~2 () visits to the site by the Architect during construction~~
- ~~3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~
- ~~4 () inspections for any portion of the Work to determine final completion; a reasonable number or review of the Contractor submittals and reasonable number of the site visits and inspections both taking into consideration the nature and complexity of the Project. Excessive numbers of reviews, visits and inspections shall be provided as Additional Services upon notice to and approval of the Owner.~~

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after ~~(1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services. Work or issuance of a Certificate of Occupancy if required.~~

...

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. ~~The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.~~

§ 5.3 The ~~Owner shall identify a representative Owner's Designated Representative identified in Subparagraph 1.1.7 shall be authorized to act on the Owner's behalf with respect to the Project. Project consistent with the terms and conditions set forth in this Agreement. The Owner's Designated Representative consent material changes in the Project or bind the Owner to the resolution of claims, disputes or other matters affecting the Owner's rights and obligations under this Agreement.~~ The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

PAGE 14

~~§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. The Cost of Work does not include the cost to correct non-conforming Work nor shall it include costs resulting from errors or omissions of the Architect.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, ~~prepared by the Architect,~~ represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

PAGE 15

§ 6.5 If at any time the ~~Architect's Construction Manager's~~ estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner and the Construction Manager to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the ~~lowest bona fide bid or negotiated proposal,~~ the Owner shall total of the trade contractors bids, Construction Manager's fee and General Conditions (the "Guaranteed Maximum Price"), the Owner shall in the Owner's sole discretion

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the~~ The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

PAGE 16

§ 8.1 General

~~§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~

~~§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. ~~If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

...

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ — Arbitration pursuant to Section 8.3 of this Agreement

☐ — Litigation in a court of competent jurisdiction

☐ — Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Upon termination by the Owner for cause, the Owner's non-exclusive license to use the Instruments of Services becomes permanent and irrevocable.

...

§ 9.6 ~~If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect~~ In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements together with Reimbursable Expenses then due.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

~~(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

.1 — Termination Fee:

.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

The Architect shall cooperate fully with any successor architect employed by the Owner and shall furnish originals or copies of the Instruments of Service and all other drawings, specifications, and documents relative to the Project, including data in the electronic format as may be reasonably requested. Reasonable compensation and reimbursement for expenses incurred for the assembly and delivery of such information shall be paid as Additional Services.

...

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, ~~excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern~~ Section 8.3, laws of the State of Oklahoma.

PAGE 18

§ 10.8 ~~If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.~~

§ 10.8.1 ~~The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.~~

§ 10.10 In any action or arbitration proceeding, including appeals, thereof, brought for breach or to otherwise enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to such other relief as may be awarded.

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows: in accordance with the provisions of the applicable Supplemental Schedule authorizing the commencement of

Work on the Project. Fee for MA+ Architecture, LLC will be updated yearly as projects are scheduled and a new fee for those projects will be issued in a Supplemental Schedule.

...

.1 — Stipulated Sum
— (Insert amount)

.2 — Percentage Basis
— (Insert percentage value)

— () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 — Other
— (Describe the method of compensation)

For services rendered during the planning of the Work described in § 3.1 through 3.5, the basis of the fee shall be the Estimate of the Cost of the Work submitted by the Construction Manager and approved by the Owner. The fee shall remain constant (except by increase for scope that may from time to time be approved by the Owner) until a Guaranteed Maximum Price (GMP) has been established by competitive bidding and the Owner awards construction contracts. If the Guaranteed Maximum Price (GMP) for construction is greater than the Estimate of the Cost of the Work, compensation shall be increased proportionately. If the Guaranteed Maximum Price (GMP) for construction is less than the estimate of the Cost of the Work, compensation shall be reduced proportionately. The Cost of the Work shall, for purposes of determining Architect's compensation, include the total of all construction contracts awarded for the construction of the Project including the Construction Manager's fee, General Conditions and Reimbursables. It shall not include contingencies, engineering and other professional fees.

...

N/A

...

See attached Exhibit "A", 2023 Hourly Rates for MA+ Architecture, LLC. Wage and Rate Schedule – Exhibit "A" to Agreement subject to adjustment as provided in Section 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (~~—~~ %), or as follows:

~~(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)~~

Ten percent (10%), or as follows:

PAGE 19

Schematic Design Phase	<u>Twenty</u>	percent (	<u>20</u>)%
Design Development Phase	<u>Fifteen</u>	percent (	<u>15</u>)%
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>)%
Procurement Phase	<u>Five</u>	percent (	<u>5</u>)%
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>)%

...

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent

budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

...

Refer to Exhibit "A", MA+ Architecture, LLC 2023 Hourly Rates.

Employee or Category	Rate (\$0.00)
----------------------	---------------

...

- | | |
|---------------|--|
| 2 | Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets; |
| 3 | Permitting and other fees required by authorities having jurisdiction over the Project; |
| 4 | 3 Printing, reproductions, plots, and standard form documents; |
| 5 | Postage, handling, and delivery; |
| 6 | 4 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; |
| 7 | 5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; |
| 8 | If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants; |
| 6 | Site office expenses when approved in writing by the Owner; |
| 9 | All taxes levied on professional services and on reimbursable expenses; |
| 10 | Site office expenses; |
| 11 | 7 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and, |
| 12 | 8 Other similar Project-related expenditures. |
| 9 | Project Management Software |

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

...

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ —) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear ~~interest at the rate entered below, or in the absence thereof at the legal rate~~ prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

~~—%~~ interest. The rate of interest on unpaid amounts shall be equal to the interest on judgements of the district courts of the State of Oklahoma as established from time to time but never exceed 10% per annum.

PAGE 20

§ 12.1 The Architect will not knowingly allow any employee of the Architect or of any subcontractor to work on school premises during normal school hours if the employee is convicted in this state, the United States or another state of: (1) any sex offense subject to the Sex Offenders Registration Act of this state, similar law of another state, or the federal sex offender registration provisions; or (2) any felony offense, unless (a) the person is a volunteer or (b) the person is performing community service hours under court order or (c) the person is performing services under a supervised work release program or (d) ten (10) years have elapsed since the date of the criminal conviction or (e) the employee has received a Presidential or Gubernatorial pardon for the criminal offense.

§ 12.2 The Architect will furnish a signed statement declaring that no employee working on school premises during normal school hours under the authority of the Architect is in violation of the provisions of this Article.

§ 12.3 The Architect agrees to request similar compliance statements from the Construction Manager and all Trade Contractors and subcontractors employed on the Project. No request for payment will be approved by the Architect unless accompanied by the required compliance statements.

...

~~2~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203 2013 incorporated into this agreement.)

...

[] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this agreement.)

[~~—~~X] Other Exhibits incorporated into this Agreement:

...

Exhibit "A" MA+ Architecture, LLC 2023 Hourly Rates

...

Addendum to Agreement of even date.
Supplemental Schedule.

PAGE 21

Cindy Nashert
President, Board of Education

Gary L. Armbruster, AIA, ALEP
Principal

**ADDENDUM TO AIA DOCUMENT B101-2017
STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND ARCHITECT**

This Addendum, entered into this 10th day of April, 2023, by and between **THE INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA**, hereinafter referred to as “Owner” and **MA+ ARCHITECTURE, LLC**, hereinafter referred to as “Architect”, is executed simultaneously with and constitutes a part of the Standard Form of Agreement between Owner and Architect, AIA Document B101-2017 covering professional architectural services for one or more projects contained in Owner's 2023 Bond Program (the “Agreement”). The provisions of this Addendum supercede and void all inconsistent provisions in the Agreement and in any prior agreement between the parties for services to be performed hereunder.

The following section numbers correspond to the numbered sections in the Agreement. If new material is added, the paragraph numbers for those provisions are numbered to be consistent with the format of the Agreement. If a paragraph number appearing in the Agreement does not appear in the Addendum, then no change to that paragraph has been made and the standard provision applies.

1.1 Substituted. *This Agreement constitutes a master agreement setting forth the terms and conditions under which the Architect will provide professional services including, but not limited to, master planning, scope development and architectural and engineering design services in connection with the remodeling, addition to or construction of buildings and improvements as requested by the Owner. The scope of any services to be performed under the terms of this Agreement and the compensation to be paid the Architect for such services shall be set forth in a Supplemental Schedule and accompanying Exhibit “A” to the Supplemental Schedule to be executed and delivered by the parties prior to the commencement of any work or other activity in connection with a particular project. Each project shall be the subject of a separate Supplemental Schedule. This Agreement and each Supplement Schedule executed by the Owner and the Architect shall constitute the entire integrated agreement between the Owner and the Architect and shall supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument signed by both Owner and Architect.*

1.1.5 Modified. Add the following: “Competitive bid pursuant to the Oklahoma Public Competitive Bidding Act of 1974.”

2.2 Modified. Add the following: “The Architect represents that the Architect is professionally qualified and experienced in the design and provision of architectural services for the construction and renovation of public school buildings and facilities in the State of Oklahoma. The Architect is familiar with the Project site and with the laws, codes and regulations applicable to the provision of Architect’s services and to the completion and occupancy of the buildings and facilities comprising the Project. The Architect shall respond, in the design of the Project and in the provision of other services called for in this Agreement, to applicable building codes and other requirements imposed by governmental authorities having jurisdiction over the Project.”

2.5.1 Modified. Insert \$2,000,000 combined single limit.

2.5.2 Modified. Insert \$1,000,000.

2.5.5 Deleted.

2.5.6 Modified. Insert \$2,000,000 combined single limit.

3.1.2 Substituted. *The Architect shall coordinate its services with those services provided by the Owner, the Owner's consultants and the Construction Manager. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Owner's consultants and the Construction Manager. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.*

3.1.3 Substituted. *As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include dates for delivery of documents during the schematic, design development and construction documents phases and the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Construction Manager and the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.*

3.1.7 New. *The following design services will be considered basic services if the associated cost is included in the Cost of the Work: programming, landscape design, and interior design.*

3.1.8 New. *The Architect shall assist the Owner in preparation for, and shall attend, staff meetings as well as public presentations, meetings and hearings.*

3.2.6 Substituted. *The Architect shall review the estimate of the Cost of the Work prepared by the Construction Manager, consult with the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate. Providing the Owner such information shall not relieve the Construction Manager of his obligations for cost estimating.*

3.3.2 Substituted. *The Architect shall review the updated estimate of the Cost of the Work prepared by the Construction Manager, consult with the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate.*

3.4.4 Substituted. *The Architect shall review the updated estimate of the Cost of the Work prepared by the Construction Manager, consult with the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate.*

3.5.1 Substituted. *The Architect shall, in accordance with the requirements of the Oklahoma Public Competitive Bidding Act, and with the assistance of the Construction Manager, prepare necessary bidding information including bid notices, bid forms, the conditions of the Contract and the form of Agreement between Owner and Contractor, all subject to the review and approval of Owner and Owner's counsel. The Architect shall assist the Owner in obtaining competitive bids and in awarding and preparing contracts for construction.*

3.5.2.1 Substituted. *Bidding Documents shall consist of the Bid Notice, Instructions to Bidders, Bid Form, Bidding Requirements, proposed contract forms including general and supplemental conditions, Specifications and Drawings.*

3.5.2.2 Substituted. *The Architect shall assist the Owner and Construction Manager in bidding the Project by:*

- 1. Assisting the Construction Manager in preparing bid packages including bidding requirements;*
- 2. Participating in a pre-bid conference for prospective bidders organized and conducted by the Construction Manager;*
- 3. Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda for the Construction Manager to distribute to all prospective bidders; and*
- 4. Assisting the Construction Manager in organizing and conducting the opening of the bids and subsequently documenting and distributing the bidding results, as directed by the Owner.*

3.5.3 Deleted.

3.6.1.1 Modified. *Add the following: "If the modification of this Agreement creates a conflict between the provisions of this Agreement and the A201, the provisions of this Agreement shall control as it relates to the Architect's services."*

3.6.1.3 Modified. *Insert the following provision: "... and terminates at the later of the issuance of a Certificate of Occupancy, if required, or the date the Architect issues the final Certificate for Payment. As a part of Architect's Basic Services, the Architect shall assist the Owner in the preparation of the final punch list."*

3.6.2.2 Modified. *Delete the first sentence and replace as follows: "The Architect shall reject Work which does not conform to the Contract Documents unless the Owner agrees to accept such non-conforming Work and executes an appropriate Change Order evidencing such consent. The Change Order shall provide that the cost of any additional testing and inspection made necessary by non-conforming work shall be charged to the Contractor and deducted from the Contract Price."*

3.6.6.6 New. *The Architect shall deliver, upon Project Completion, a complete set of Construction Documents, as built drawings in paper and PDF format, and in the latest version of CAD or Revit and a clean (vectorized) site plan and floor plans.*

ARTICLE 4, ADDITIONAL SERVICES: Add the following: *“The Architect shall notify the Owner in writing of any proposed Additional Services. Such notification will describe the need for such services, the nature of the services and their estimated cost. Additional Services for which additional compensation is sought shall only be performed upon the prior written approval of the Owner.”*

4.2 Modified. Insert the following phrase as indicated: *“ . . . except for services required due to the fault of the Architect or when the Owner has not approved or rejects proposed Additional Services by written notice as provided in Subparagraphs 4.3.1 and 4.3.2, any Additional Services provided in accordance with this Section 4.3 . . . ”.*

4.2.1.7 Modified. Insert the following phrase as indicated: *“... meeting or hearing except when required in the performance of the Architect’s Construction Phase Services or Bidding Phase Services.”*

4.2.4 Modified. Delete reference to the anticipated date of Substantial Completion as follows: *“ . . . 60 days after the date of Substantial Completion of the Work or issuance of a Certificate of Occupancy, if required”.*

4.2.3 Substituted. *The Architect shall provide a reasonable number of reviews of Contractor submittals and reasonable numbers of site visits and inspections both taking into consideration the nature and complexity of the Project. Excessive numbers of reviews, visits and inspections shall be provided as Additional Services upon notice to and approval of the Owner.*

5.2 Modified. Delete the second sentence.

5.3 Modified. Delete the first sentence and insert the following: *“The Owner’s Designated Representative identified in Subparagraph 1.1.7 shall be authorized to act on the Owner’s behalf with respect to the Project consistent with the terms and conditions set forth in this Agreement. The Owner’s Designated Representative is not authorized to amend this Agreement nor may the Owner’s Designated Representative consent to material changes in the Project or bind the Owner to the resolution of claims, disputes or other matters affecting the Owner’s rights and obligations under this Agreement.”*

5.15 Deleted.

6.1 Modified. Add the following: *“The Cost of the Work does not include the cost to correct non-conforming Work nor shall it include costs resulting from the errors or omissions of the Architect.”*

6.2 Modified. Delete the phrase "prepared by the Architect" from the second sentence.

6.5 Substituted. *If at any time the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner and Construction Manager to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.*

6.6 Modified. *Revise the first sentence as follows: "If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the total of the trade contractors bids, Construction Manager's fee and General Conditions (the "Guaranteed Maximum Price"), the Owner shall, in the Owner's sole discretion . . ."*

6.7 Substituted. *Delete and substitute as follows: "If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents, as necessary, to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget, as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6."*

8.1 Deleted.

8.2.1 Modified. *Delete the second sentence.*

8.2.4 Deleted.

8.3 Deleted.

9.4 Modified. *Add the following: "Upon termination by the Owner for cause, the Owner's non-exclusive license to use the Instruments of Services becomes permanent and irrevocable."*

9.6 Substituted. *Delete and substitute the following: "In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due."*

9.7 Substituted. *Add the following: "The Architect shall cooperate fully with any successor architect employed by the Owner and shall furnish originals or copies of the Instruments of Service and all other drawings, specifications, and documents relative to the Project, including data in electronic format as may be reasonably requested. Reasonable compensation and reimbursement for expenses incurred for the assembly and delivery of such information shall be paid as Additional Services."*

10.1 Substituted. *This Agreement shall be governed by the laws of the State of Oklahoma.*

10.8 Deleted.

10.8.1 Deleted.

10.10 New. *In any action or arbitration proceeding, including appeals thereof, brought for breach or to otherwise enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to such other relief as may be awarded.*

11.1 Substituted. *For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect in accordance with the provisions of the applicable Supplemental Schedule authorizing the commencement of Work on the Project.*

For services rendered during the planning of the Work described in § 3.1 through 3.5, the basis of the fee shall be the Estimate of the Cost of the Work submitted by the Construction Manager and approved by the Owner. The fee shall remain constant (except by increase for scope that may from time to time be approved by the Owner) until a Guaranteed Maximum Price (GMP) has been established by competitive bidding and the Owner awards construction contracts. If the Guaranteed Maximum Price (GMP) for construction is greater than the Estimate of the Cost of the Work, compensation shall be increased proportionately. If the Guaranteed Maximum Price (GMP) for construction is less than the estimate of the Cost of the Work, compensation shall be reduced proportionately. The Cost of the Work shall, for purposes of determining Architect's compensation, include the total of all construction contracts awarded for the construction of the Project including the Construction Manager's fee, General Conditions and Reimbursables. It shall not include contingencies, engineering and other professional fees.

11.3 Modified. Insert the following after the text on the pre-printed form: "Wage and Rate Schedule - Exhibit ____ to Agreement subject to adjustment as provided in Section 11.7."

11.8.1.2 Deleted.

11.8.1.5 Deleted.

11.8.1.8 Deleted.

11.8.1.9 Deleted.

11.8.1.10 Modified. Add the following: "Site office expenses when approved in writing by the Owner."

11.10.2.1 Modified. "The rate of interest on unpaid amounts shall be equal to the interest on judgments of the district courts of the State of Oklahoma as established from time to time but never exceed 10% per annum."

ARTICLE 12 EMPLOYEE CRIMINAL CONVICTIONS

12.1 The Architect will not knowingly allow any employee of the Architect or of any subcontractor to work on school premises during normal school hours if the employee is convicted in this state, the United States or another state of: (1) any sex offense subject to the Sex Offenders Registration Act of this state, similar law of another state, or the federal sex offender registration

provisions; or (2) any felony offense, unless (a) the person is a volunteer or (b) the person is performing community service hours under court order or (c) the person is performing services under a supervised work release program or (d) ten (10) years have elapsed since the date of the criminal conviction or (e) the employee has received a Presidential or Gubernatorial pardon for the criminal offense.

12.2 The Architect will furnish a signed statement declaring that no employee working on school premises during normal school hours under the authority of the Architect is in violation of the provisions of this Article.

12.3 The Architect agrees to request similar compliance statements from the Construction Manager and all Trade Contractors and subcontractors employed on the Project. No request for payment will be approved by the Architect unless accompanied by the required compliance statements.

13.2.4 Add. Addendum to Agreement of even date.
Supplemental Schedule

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

By: 
Name: Dirk O'Hara
Title: President, Board of Education

"Owner"

By: 
Name: Gary Armbruster
Title: Principal Architect/Partner

"Architect"

Supplemental Schedule No. ____
to
Master Agreement
Between
Independent School District No. 29 of Cleveland County, Oklahoma,
a/k/a Norman Public Schools (“Owner”)
and
_____ (“Architect”)
dated _____, 2023 (the “Master Agreement”)

This Supplemental Schedule is executed and delivered pursuant to the terms and conditions contained in the Master Agreement between Owner and Architect. This Supplemental Schedule and the attached Exhibit reaffirm and incorporate each of the terms and conditions of the Master Agreement and sets forth the understanding of the Owner and Architect with respect to the specific services to be performed on the project described herein. Terms described in the Master Agreement shall have their defined meanings when used in this Supplemental Schedule.

Project Name:

Description of Project:

Project Parameters:

Project Team:

Architect's Services:

Compensation:

Special Terms:

DATED this ____ day of _____, 2023.

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

By: _____
Name: _____
Title: **President, Board of Education**

“Owner”

By: _____
Name: _____
Title: _____

“Architect”



Exhibit “A”
MA+ Architecture, LLC Hourly Rates
Effective January 1, 2023

Principal Architect	\$185.00
Senior Architect	\$170.00
Project Architect / Level II	\$160.00
Project Architect / Level I	\$150.00
Project Manager / Level III	\$140.00
Project Manager / Level II	\$130.00
Project Manager / Level I	\$120.00
Architectural Intern / Level III	\$110.00
Architectural Intern / Level II	\$100.00
Architectural Intern / Level I	\$90.00
Interior Designer, Registered / Manager	\$150.00
Interior Designer, Registered	\$140.00
Interior Designer, Intern II	\$105.00
Interior Designer, Intern I	\$90.00
Graphic Design / Animation	\$140.00
Marketing / Graphic Design	\$100.00
CAD Operator / Level III	\$95.00
CAD Operator / Level II	\$90.00
CAD Operator / Level I	\$85.00
Administrative / Level II	\$85.00
Administrative / Level I	\$65.00
Mileage Rate	65.5 cents per mile

Supplemental Schedule No. 01
to
Master Agreement
Between
Independent School District No. 29 of Cleveland County, Oklahoma
a/k/a Norman Public Schools (“Owner”)
and
MA+ Architecture, LLC (“Architect”)
dated _____April 10____, 2023 (the “Master Agreement”)

This Supplemental Schedule is executed and delivered pursuant to the terms and conditions contained in the Master Agreement between the Owner and Architect. This Supplemental Schedule and the attached Exhibit reaffirm and incorporated each of the terms and conditions in the Master Agreement and sets forth the understanding of the Owner and Architect with respect to the specific services to be performed on the project described herein. Terms described in the Master Agreement shall have their defined meanings when used in this Supplemental Schedule.

Project Name:

On-Call Architectural and Peer Review Services for 2023 Bond Projects
Norman Public Schools

Description of Project:

See Exhibit C.

Project Parameters:

See Exhibits A & B.

Project Team:

- Marcia Gallant, AIA (Main Point of Contact)
- Mike Lynch, Construction Administration

Architect’s Services:

On-Call Architectural and Peer Review Services.
See Master Agreement and Exhibits A & B.

Compensation:

A maximum fee of \$375,095.00 shown on Exhibit C. The fee will be billed monthly based on an hourly basis beginning in April 2023 and ending when the bond projects are completed in 39 months or July 2026. See attached Exhibit D, MA+ Architecture, LLC 2023 Hourly Rates. Hourly rates to be updated yearly.

Special Terms:

Architect's Scope of Services and Additional Services are described in Exhibits A and B. The following terms shall apply to the Scope of Services and Additional Services.

- A. Architect's design and construction document review services are based on a limited scope of review, direction, information, and other constraints, including those of budget and time afforded or directed by Owner. The purpose of the Architect's review is to gauge the level of confidence an experienced design professional can reasonably support after checking the Construction Documents for the items listed in the Scope. Both the level of confidence and reasonable support are dependent on the time and resources applied to the review, which are limited by the Owner's budget and Architect's Scope of Services. Greater time and resources tend to produce higher levels of confidence and support. Therefore, Architect shall comply with the Standard of Professional Due Care for performance of the Scope of Services provided; however, Architect does not make any guarantee or warranty, express, implied, or otherwise, regarding the work product of the Designer of Record (DOR). The DOR shall continue to take full professional responsibility for the Design Construction Documents and Architect's review of such Design and Construction Documents shall not modify or change the DOR's responsibility for such documents nor make Architect responsible for the Design or Construction Documents. Architect shall not become the DOR for any portion of the Project other than revisions to the DOR's documents made by Architect at the direction of the Owner as an Additional Service.
- B. The document review is not intended and will not identify all errors, omissions, or conflicts in the Construction Documents. Architect does not assume responsibility for the Construction Documents. Revision of the Construction Documents is beyond the scope of this Agreement, except as authorized as an Additional Service, and, then, is limited to the revisions made by Architect. The scope of the review does not include a value engineering study or a cost of construction review.
- C. Architect's Design and Construction Document review is performed for the sole benefit of Owner. Architect's Services shall not create a duty in favor of the DOR or any other third party for the discovery or correction of errors and omissions in the DOR documents, services or guarantee the deliverables are free from error. At no time shall it be construed that Architect, in providing review services is supplanting or supplementing the DOR. The services described are sometimes referred to herein as "Architect's Part of the Project." The written materials prepared by Architect as a result of the services shall be known as Architect's Instruments of Service and shall not include the DOR's Instruments of Services in their professional and contractual responsibility for the design of the Project or construed to assume the liabilities and responsibilities of the DOR.
- D. Neither performance of Construction Document review nor Architect's site services, including observation of the Work, shall cause Architect to have control over or responsibility for the operations of Contractor(s), construction means, methods, sequences or techniques of construction, for failure of Contractor(s) to perform Work in accordance with the Construction Documents, nor shall Architect have control over or responsibility for the Contractor(s) safety and security programs or precautions.

DATED this 10th day of April, 2023

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

By: 

Name: Dirk O'Hara

Title: President, Board of Education
"Owner"

By: 

Name: Gary Armbruster

Title: Principal Architect/Partner
"Architect"

Exhibit A

DESCRIPTION OF SERVICES FOR BOND PROJECT DEVELOPMENT FOR NORMAN PUBLIC SCHOOLS

SERVICES	DESCRIPTION OF SERVICES	NPS	MA+	Design Architect	Contractor
Coordinate Bond Kick Off Meeting with Design and Construction Teams	Setup and Coordinate a kickoff meeting with all design and construction team members to go over and distribute the bond timelines, projects, budgets, procedures manual, design standards and Ed Specs	<input type="radio"/>	✓		
Development of District Wide Phasing Schedule	Develop timelines for each project and identify phasing schedule for construction across the district.	<input type="radio"/>	✓		
District Wide Program	Work to review site assessments and develop programs for the entire District. This report will rank by priority each site and each project for the District.	<input type="radio"/>	✓		
Program Schedule	Develop design program for each project based on assessed needs and desired project improvements	<input type="radio"/>	✓		
Project Schedules	Develop design and construction timelines for each project.	<input type="radio"/>	✓		
Bundled Projects	Groups of projects which have common characteristics (e.g. roofs, parking lots, or fire alarm systems) which can be bundled together to take advantage of economies of scale	<input type="radio"/>	✓		
Bond Project Budget	Once programs and schedules have been established, we will establish and monitor the basic budget for each proposed bond project except for turf, playground and roofing projects. This will become the budget for each architect and contractor/construction manager to adhere to.	✓	✓		

- ✓ = Primary Responsibility
- ☐ = Minor Responsibility
- * = Could be NPS Employee

SERVICES	DESCRIPTION OF SERVICES	NPS	MA+	Design Architect	Contractor
Design Standards	Maintain existing design standards to be used across the District. Standards will include: Finishes allowed, location of certain finishes, acceptable fixtures, wall/window thermal performance, acceptable elevators, acceptable roofing, acceptable mechanical and electrical systems, etc.	○	✓		
Education Specifications	Maintain existing educational standards for each site, program and classroom for the District. Standards will include: IT requirements, hardware requirements, teaching equipment, school standards for infrastructure, etc.	○	✓		
Furniture Standards	Support Natalie as required to maintain existing furniture standards for each site, program and classroom for the District. Standards will include: teaching desks, cabinets, shelving, chairs, teacher lounge furniture, cafeteria furniture, work room furniture, etc.	✓	○		
Selection of Contractors/CM's	Assist with advertisement, interviews, bidding, qualifications research and/or obtaining quotes for work performed in the District.	✓	✓		
Attend Staff and Community Meetings	Attend /coordinate staff and community meetings required for the successful implementation of each Project and the Program in support of the District and make presentations as necessary.	✓			
Coordinate and Monitor Local Building Permit Processes	Work with design/construction teams and the City of Norman to facilitate plan reviews, building permit processes and final inspections for projects throughout the district.		✓	✓	✓
Coordinate and Monitor Third Party Consultants	Work with and monitor any additional consultants that may be needed. This may include: Roofing Consultants, Mechanical-Electrical-Plumbing Engineers, Civil Engineers, Furniture Vendors, Mold-Asbestos Testing and Abatement Agencies, etc.		✓	✓	

✓ = Primary Responsibility
 ○ = Minor Responsibility
 ✱ = Could be NPS Employee

SERVICES	DESCRIPTION OF SERVICES	NPS	MA+	Design Architect	Contractor
Invoice Review / Pay-App Review	Review contractor billings submitted and approved by the Architects. Additionally will review and approve billings submitted by Architects and other project consultants.	○	✓	✓	✓
Monthly Reporting	Monthly reports and meetings describing project status, unexpected conditions or issues, project schedules & budgets, remaining bond funding/cash flow, etc. for review and consideration by the District. As necessary, this may include reports to the school board as well.		✓	✓	✓
Procedures Manual	Maintain manual for use by all consultants and contractors with required contact information, safety contacts, school emergency procedures, security protocols, etc. for use by all who will be working at school sites.	○	✓		
Preliminary Design Report Review	Establish preliminary design submission requirements. Review of design architects submission of designs, estimates and schedules for adherence to program requirements previously established.		✓		
Cost Estimate Review at 95% DD and CD	Review and evaluate design architect's estimate (or contractor estimate) and will provide a report of its findings.		✓		
Construction Bidding Management	Assist Norman Public Schools and their Architects / Construction Managers in the preparation of bid documents and analysis of bid results.		✓		
Basic Construction Observation	Weekly (or bi-weekly) observation of project construction. Attendance at each project construction meeting. Provide written report, review of pay-apps, change orders, submittals, etc. Provide recommendations as necessary throughout construction to ensure proper delivery of project to Norman Public Schools.	✓	✓	✓	✓

✓ = Primary Responsibility
 ○ = Minor Responsibility
 ✱ = Could be NPS Employee

SERVICES	DESCRIPTION OF SERVICES	NPS	MA+	Design Architect	Contractor
Coordination of Architect, Contractor / CM	Coordination of design architect, contractor / construction manager. Primary point of contact between NPS and architects / consultants / contractors.		✓		
Project Closeout (MA+ would provide this service on an hourly basis as required by NPS)	Participate in the punch list review process on site until each contractor has successfully completed the project and has received final payment. Work with design architects to ensure closeout documents are provided by contractors, (including warranty information). Require As-Built drawing documentation from both contractors and architect. Have Brad Copelin or other NPS representative at each review.	✓	○	✓	✓

- ✓ = Primary Responsibility
- = Minor Responsibility
- * = Could be NPS Employee

EXHIBIT B

ADDITIONAL SERVICES for Bond Management for Norman Public Schools

Additional Services would only be provided upon prior written and clearly detailed direction of Norman Public Schools. The Bond Manager may be directed to perform any, all, or none of the following Additional Services:

1. Provide assistance, analysis and coordination of work or services to be performed under separate contracts or to be performed by Norman Public School's own forces, which work or services are outside the scope of work of Bond Manager's contracted services.
2. Provide analysis and services related to future facilities, systems improvements and equipment, which are not intended to be designed or constructed as a part of the Program.
3. Provide architectural and engineering design services required for any individual Project or group of projects that includes but is not limited to building design, selection and procurement of equipment and other related equipment for the individual Projects.
4. Attend meetings with community members in excess of two meetings per school.
5. Gathering, reviewing or analyzing data not directly related to the physical plant of any Project, such as demographic information, Information Technology, security or transportation.
6. Make revisions due to deficiencies or conflicts in documents prepared by Norman Public School, third party architects and/or engineer of record for any Project, if required, in which case the Bond Manager agrees to perform the revisions according to reasonable professional standards and accepts responsibility for the work performed.
7. Provide professional services made immediately necessary by the default of the architect and/or engineer of record or contractor for any Project, if required, in which case the Bond Manager agrees to perform the revisions according to reasonable professional standards and accepts responsibility for the work performed.
8. Produce miscellaneous presentation materials not originally anticipated as a part of the Program.
9. Provide extraordinary and continuing alternative dispute resolution services.
10. Prepare to serve or serve as expert witness in connection with any legal proceeding.

11. Provide detailed building surveys and produce existing condition drawings of structures to be remodeled, renovated or removed. These services may include the conversion of existing drawings to electronic media.
12. Provide assistance in public relations or marketing efforts either with Bond Manager employees directly or through a sub-consultant of Bond Manager, which sub-consultant will be submitted to Norman Public Schools for approval.
13. Services required by Bond Manager resulting from delays caused in whole or in part by:
 - a. Changes to the Program or to Project(s) directed by Norman Public Schools
 - b. Default of Architect, Contractor or Construction Manager

Exhibit “C”

2023 Projects Construction Costs for Architects and CM’s

Construction costs below are only listed for the projects beginning design in 2023.

* These projects will not have associated bond oversight fees.

District Site Projects	Construction Costs	Remarks
MA+ Project Packages		
Norman North Stadium / NHS Stadium Upgrades	\$18,625,000.00	*
Oklahoma Aviation Academy	\$40,000,000.00	*
Dimensions	\$125,000.00	*
Total:	\$58,750,000.00	
LWPB Project Packages		
New All School PAC	\$11,250,000.00	
Total:	\$11,250,000.00	
CWA Project Packages		
Cleveland Elementary Interior Reno Only	\$2,112,500.00	
McKinley Elementary	\$6,036,250.00	
Monroe Elementary	\$7,393,750.00	
Total:	\$15,542,500.00	
Total 2023 Construction Cost, Minus MA+ Projects:	\$26,792,500.00	



Exhibit “D”
MA+ Architecture, LLC Hourly Rates
Effective January 1, 2023

Principal Architect	\$185.00
Senior Architect	\$170.00
Project Architect / Level II	\$160.00
Project Architect / Level I	\$150.00
Project Manager / Level III	\$140.00
Project Manager / Level II	\$130.00
Project Manager / Level I	\$120.00
Architectural Intern / Level III	\$110.00
Architectural Intern / Level II	\$100.00
Architectural Intern / Level I	\$90.00
Interior Designer, Registered / Manager	\$150.00
Interior Designer, Registered	\$140.00
Interior Designer, Intern II	\$105.00
Interior Designer, Intern I	\$90.00
Graphic Design / Animation	\$140.00
Marketing / Graphic Design	\$100.00
CAD Operator / Level III	\$95.00
CAD Operator / Level II	\$90.00
CAD Operator / Level I	\$85.00
Administrative / Level II	\$85.00
Administrative / Level I	\$65.00
Mileage Rate	65.5 cents per mile

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT made and entered into this 18 day of ~~November~~ 2019, between Norman Public Schools, aka Independent School District No. 29 of Cleveland County, Oklahoma, (the "Landlord"), and Oklahoma Electric Cooperative, an Oklahoma Rural Electric Cooperative, (the "Tenant").

WITNESSETH:

ARTICLE I Definitions

For purposes of this Agreement:

Section 1.1. "Alterations" shall mean construction (including tenant improvements), reconstruction, replacement, repairs, renovations, alterations, changes, additions, improvements and demolitions of or to the Property and all excavations at any time made or to be made in, on or about the land.

Section 1.2. "Events of Default" or any of the same shall mean Events of Default as defined and described in Article XV.

Section 1.3. "Leasehold Estate" shall mean Tenant's interest in the Property created by this Lease.

Section 1.4. "Lease Term" shall mean the total length of the time that Tenant may use the Property under this Agreement, which shall be the sum of the Base Lease Term and any Optional Lease Terms thereafter, if any.

Section 1.5. "Person" shall mean and include an individual, business entity, corporation, LLC, partnership, trust, unincorporated association and any governmental entity.

Section 1.6. "Property" shall mean a certain unimproved tract of real property situated in Cleveland County, Oklahoma, described generally on **EXHIBIT "A"** attached hereto and made a part hereof. The Property being leased herein is roughly fifteen (15) acres, and is within a larger tract of land that is owned by Landlord, the "Landlord Tract", as shown on **EXHIBIT "B"**. The specific location and description of the Property and the Right of Access will be identified and agreed to by the parties and further defined by a survey to be prepared by a licensed surveyor reasonably acceptable to both parties. Costs of the survey shall be paid by the Tenant.

Section 1.7. "Right of Access" shall include a certain right to use a portion of the Landlord Tract for ingress and egress to and from the leased Property. The Right of Access is further described in Section 2.4 below.

Section 1.8. "Terminating Events" shall mean and include all of the events or states of affairs listed in Section 22.1 below, which shall be construed as conditions subsequent to the date on which this Agreement becomes effective.

ARTICLE II Demise and Term

Section 2.1. Landlord, for and in consideration of the rents hereinafter reserved by Landlord and of the covenants and agreements hereinafter contained to be well and truly kept and performed by Tenant, leases to Tenant, and Tenant leases from Landlord, all of the Property, in its AS-IS WHERE-IS WITH ALL FAULTS CONDITION, and SUBJECT, to all laws, statutes, ordinances, orders, rules, regulations, zoning and development regulations, building permitting regulations, Americans with Disabilities Act, OSHA regulations, and easements of any nature. It shall be Tenant's sole responsibility and costs to comply with all such requirements.

Section 2.2. TO HAVE AND TO HOLD the Property, for a term of thirty (30) years, commencing ~~November 15~~, 2019, and terminating ~~November 15~~, 2049, (hereinafter sometimes referred to herein as the "Base Lease Term") unless sooner terminated as herein provided. Landlord grants Tenant an option to extend the Base Lease Term for five (5) years, to run consecutive with the Base Lease Term (hereinafter sometimes referred to herein as the "Five-Year Option"). Landlord grants Tenant six (6) Five-Year Options, which all would run consecutively to the Base Lease Term (each five-year term hereinafter sometimes referred to herein as an "Optional Lease Term.") If Tenant chooses to not exercise a Five-Year Option, then the remaining Five-Year Options are voided and terminated.

Section 2.3. Tenant shall have a 60-day period starting 120 days prior to the end of the Base Lease Term to give Landlord written notice of Tenant's decision to terminate the Lease at the end of the term then in effect, and thus to not exercise the first Five-Year Option. Thereafter, Tenant shall have a 60-day period starting 120 days prior to the end of the current Optional Lease Term to give Landlord written notice of Tenant's decision to terminate the Lease at the end of the term then in effect, and thus to not exercise the next Five-Year Option. In the event that notice to terminate is not provided, the parties agree that the Lease shall be automatically extended to the next applicable Five-Year Option.

Section 2.4. Tenant shall have a Right of Access across the East sixty (60) feet of Landlord's property, as shown in "**EXHIBIT C.**" Tenant agrees to build a roadway within the Right of Access extending from East Robinson Street to the Property. The roadway shall be of sufficient size and construction to permit the Right of Access to be used for bus traffic and for emergency vehicles. Tenant shall have discretion as to the composition of the roadway and the manner of construction, but construction shall be in a workmanlike manner. In the event that the Landlord enters the remaining Landlord Tract that is abutting the leased Property, and proceeds to construct facilities on the remaining Landlord Tract, then Landlord shall have the right to use the road that Tenant has created to access the Property. However, Landlord shall not in any way obstruct, interfere, or hinder Tenant's access to and from the Property.

Landlord shall, from and after development and occupancy of the remaining portion of the Landlord Tract for school purposes, be responsible for an equal share of the costs for maintenance of the road including preventative maintenance, repairing, resealing and snow removal. Tenant shall submit estimated costs for repairs and maintenance to Landlord for approval prior to incurring any expense for which reimbursement will be sought. Landlord's approval shall not be unreasonably withheld. Upon completion of authorized maintenance and repairs, Tenant shall submit invoices for such expenses to Landlord, which Landlord shall pay within thirty (30) days. Landlord shall be solely liable for any damage caused to the road directly attributable to its use of the road, excluding normal wear and tear.

ARTICLE III

Rent and Reporting

Section 3.1. Within thirty (30) days of the execution hereof, Tenant shall pay to Landlord the applicable rent as based on appraised value as determined below, as is calculated to be due for the for the first year of the Lease Term.

The Rent for a partial lease year (any period in the term of this Lease less than a calendar year) shall consist of the monthly installments for each full calendar month within such partial lease year as provided in this Section plus a proportionate part of a monthly installment, based on the number of days in such month within the partial lease year, in the case of a period of less than a full calendar month.

The Rent shall be US\$7,350.00 per year. Such amount calculated as an annual amount of seven percent (7%) of the fair market value of the Property (note that the Property being leased and appraised is only the approximate 15 acres within the Landlord Tract), as determined by Schmook Appraisal Company, LLC, in a report made on September 13, 2019 in which such appraisal determined the entire 40 acre Landlord Tract to be valued at US\$280,000. That would result in the 15 acres of the Property being valued at US\$105,000, which is proportionately determined as 15/40 of \$280,000.

Rent shall increase every five (5) years at a percent equivalent to the increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, since the commencement date or last date of rent increase; CPI to be determined through information from the US Bureau of Labor Statistics at www.bls.gov/cpi.

Landlord shall be responsible for the payment of ad valorem real estate property taxes, if any (although none are anticipated because Landlord is an exempt entity), except as supplemented by the following provisions. Tenant shall be liable for all taxes levied or assessed against personal property of Tenant's business, inventory, furniture, or fixtures placed by Tenant in the Property (if any). Tenant shall arrange and pay for, and install where necessary for Tenant, at Tenant's sole expense, any and all separately metered utilities furnished to the Property, if any are desired by Tenant, including, but not limited to, water, sewer, trash, gas, electricity, telephone service, computer, internet, telecommunications, security, janitor service, and any other expenses incurred.

in the business operations conducted on the Property, without liability therefore to Landlord for interruption of any of said services.

Section 3.2. The Rent payable by Tenant to Landlord hereunder shall be payable to Landlord at the place or address designated for notice to Landlord. Landlord may require the Tenant to make payment by automatic deposit unless such a manner of payment is not practical for Tenant.

ARTICLE IV Insurance; Indemnification

Section 4.1. At all times during the term of this Lease, Tenant shall, at Tenant's sole cost and expense, maintain the following policies of insurance:

(a) Comprehensive general public liability and property damage insurance protecting and indemnifying Tenant and Landlord against any and all claims for damages to person or property or for loss of life or of property occurring upon, in, or about the Property, any improvements thereon, and the adjoining streets and passageways, such insurance to afford immediate protection, to the limit of not less than \$1,000,000 in respect of bodily injury or death to any one person, and to the limit of not less than \$1,000,000 in respect of any one accident or occurrence and to the limit of not less than \$1,000,000 for property damage. The Landlord must be specifically named as an additional insured on all liability insurance policies. In circumstances where Landlord and Tenant insurance policies overlap, Tenant's policy shall be primary, and Landlord's policy shall be excess. Tenant shall furnish to Landlord certificates of such insurance and such other evidence satisfactory to Landlord of the maintenance of all insurance required hereunder, and Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least thirty (30) days before cancellation or a material change of any such insurance policies. All such insurance policies shall be issued by insurance companies, and in a form, that is reasonably satisfactory to Landlord.

Section 4.2. Landlord shall be responsible for any existing environmental contamination present before the commencement date of this Lease. Tenant shall be responsible for any environmental contamination occurring on or after the commencement date of this Lease, and before the termination of this Lease Agreement, which arises out of Tenant's occupancy and use of the Property. Tenant further agrees to reimburse Landlord, and indemnify, defend and hold Landlord harmless for any expense, including but not limited to attorneys' fees, court costs and expert witnesses, that arises from environmental contamination that arises out of Tenant's acts or omissions.

Section 4.3. Landlord, and Landlord's officers, managers, employees and members shall not be liable for any losses, costs, expenses, damages, theft or vandalism of any property of Tenant, or Tenant's officers, owners, managers, employees, agents, representatives, visitors, guests, customers, delivery persons, invitees, contractors, and subcontractors. Landlord or its agents shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling objects, slips or falls, electricity, water, rain, snow, ice, or equipment accidents, or any other cause. Landlord, and Landlord's officers, managers, employees and members shall not be liable in any

way for any acts of God or natural events. Landlord shall not be liable in any manner, nor to any extent, for the presence or discovery of hazards present on or after the commencement date of this Lease. Tenant shall be responsible for the presence or discovery of hazards occurring on or after the commencement date of this Lease, and before the termination of this Lease Agreement, which arises out of tenant's occupancy and use of the Property.

Section 4.4. Tenant shall defend, indemnify, and hold harmless Landlord and Landlord's officers, managers, employees, members, owners, representatives, agents, contractors, subcontractors and consultants, from and against all claims, demands, liabilities, causes of action, lawsuits, disputes, allegations, investigations, judgments, controversies, petitions, fines, damages and expenses (including, but not limited to, attorneys fees and all litigation expenses) alleged to be caused by, or arising from any act or omission, or negligence, of Tenant, or Tenant's officers, owners, managers, employees, agents, representatives, visitors, guests, customers, delivery persons, invitees, contractors, and subcontractors. This indemnity shall also apply to any act committed, or any omission to act, in or about the Property by Tenant, or Tenant's officers, owners, managers, employees, agents, representatives, visitors, guests, customers, delivery persons, invitees, contractors, and subcontractors, or from any breach or default by Tenant of this lease. This indemnity provision shall survive termination or expiration of this Lease until the applicable statute of limitations ends as related to any claims that could be brought as indicated above.

ARTICLE V

Compliance with Laws, Ordinances, Etc.

Section 5.1. At all times during the term of this Lease, Tenant, at Tenant's sole cost and expense, shall comply promptly with all applicable laws, ordinances, orders, rules and regulations, to the extent that the same are attempting to be enforced, of any government body or agency with apparent authority to do so, against the Property, or any part thereof, or to the use or manner of use of the Property or any part thereof. Tenant shall likewise comply with the requirements of all policies of insurance at any time in force with respect to the Property or any part thereof.

ARTICLE VI

Use and Occupancy

Section 6.1. Tenant may use and occupy the Property for solar power generation and educational and promotional aspects related thereto, and any other activities customarily incidental to the creation, maintenance, and operation of a solar power farm, specifically including without limitation the use of the Property by Tenant's subsidiaries, and Tenant also may use the Property for all other business purposes normal to such operations. Tenant's right to use the property shall include the right to construct or install any necessary improvement, as further discussed in Article VII.

Section 6.2. Tenant may also use and occupy the Property for use as an outdoor classroom

and event center for education and activities related to Oklahoma Electric Cooperative, its operations, and its purposes. Tenant shall have the right to construct any structures or things related to and in furtherance of these purposes, including but not limited to pavilions, parking lots, shade structures, seating areas, power facilities, lighting, pavement, signage, and related amenities.

ARTICLE VII

Maintenance, Alterations, Repairs, Etc.

Section 7.1. Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Property or any improvements thereon throughout the term of this Lease, Tenant hereby assuming the full and sole responsibility for the condition, operation, repair, and maintenance of the Property.

Section 7.2. Tenant shall throughout the Lease Term, at Tenant's sole expense, take good care of the Property, and shall maintain and keep the Property in good order, repair and condition. Tenant shall keep the Property free and clear of any and all mechanics' and materialmen's liens or other similar liens or charges incidental to work done or material supplied in or about the Property.

Section 7.3. Tenant will not do, permit or suffer any material waste, damages, disfigurement or injury to the Property or any part thereof.

Section 7.4. Tenant shall have the right, in Tenant's sole discretion, to make (but shall not be obligated to do so), at Tenant's sole cost and expense, improvements and alterations in or to the Property, per the Tenant's plans to create, maintain, and operate the solar farm and any and all possible related amenities and improvements. Possible improvements may be, but is not limited to: solar panels and/or trackers; collection facilities; telecommunication facilities; weather instruments; roadway improvements and parking areas; substations; storage facilities and/or systems; battery facilities; electricity conduit systems; and any and all related alterations to assist or enable any of the above named improvements or any other improvement. Tenant's right to make improvements shall also include the right to construct fencing, ditches, cattle guards, or any other related things that might protect Tenant's ability to use the Property as a solar energy farm.

Section 7.5. Whether under the provisions of this Lease or otherwise, neither Tenant, nor any agent, employee, representative, contractor, or subcontractor of Tenant shall have any power or authority to do any act or thing or to make any contract or agreement which will bind Landlord. Further, Landlord shall have no responsibility to Tenant or to any contractor, subcontractor, supplier, materialman, workman or other person, firm or corporation who shall engage in or participate in any construction of any improvements or buildings or alterations thereto unless Landlord shall expressly undertake such obligations in advance by an agreement in writing that is executed by Landlord.

Section 7.6. The construction of alterations shall be done promptly and in good workmanlike manner and in compliance with the building, platting, code, and zoning laws of the City of Norman, Oklahoma.

Section 7.7. The cost of the construction of alterations shall be paid promptly by Tenant, at Tenant's sole expense and obligation, so that the Property and all improvements thereon shall at all times be free of liens for labor and materials supplied to Tenant. All Tenant work shall be performed by responsible and experienced commercial contractors, and only by contractors and subcontractors that have proof to submit to Landlord of general liability and workers compensation insurance coverage. In addition, throughout construction work by Tenant, Tenant shall obtain notarized lien releases from all contractors and subcontractors on the project prior to any payments being made to contractors or subcontractors on the project. Tenant shall indemnify, defend, and hold Landlord harmless from all claims that arise in any way from Tenant work related to the Property

Section 7.8. The Property are being offered in its AS-IS WHERE-IS WITH ALL FAULTS CONDITION AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, except that the Landlord represents and warrants that Landlord is in good marketable title to the Property and that there are no agreements or obligations in place that would interfere with Tenant's proposed use of the Property as a solar farm.

Section 7.9. Tenant agrees that it will not dispose of or otherwise release any Hazardous Substances (as hereinafter defined) on or about Property during the term of this Lease. In the event any Hazardous Substances shall be disposed of or otherwise released on or about the Property by Tenant its employees or agents, then Tenant, at its cost, will promptly take such action as may be required by law to remove and abate such Hazardous Substances from the Property, and Tenant agrees to indemnify, defend and hold the Landlord harmless therefrom. As used herein, the terms "Hazardous Substances" means "Hazardous Petroleum", "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in Section 101 of CERCLA, and any other substances regulated because of their effect or potential effect on public health and the environment, including, without limitation, PCBs, lead paint, asbestos, asbestos containing material, urea formaldehyde, radioactive materials, and infectious materials and similar laws and regulations of the state, as the same may be amended further from time to time.

Section 7.10. All personal property and improvements constructed or brought on to the Property by Tenant will be and remain the property of the Tenant and, at Tenant's option, may be removed by the Tenant at any time during the Lease Term. Upon expiration of the Lease Term, or upon earlier termination of the Lease, Tenant will, at the request of the Landlord, remove all of Tenant's personal property, equipment and improvements and restore the Property to its condition at the commencement of this Lease, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Any personal property or improvements remaining on the Property after the expiration or termination of this Lease with the consent of Landlord shall become the Property of the Landlord and Tenant agrees, upon Landlord's request, to execute and deliver to the Landlord a good and sufficient bill of sale evidencing such transfer of ownership.

ARTICLE VIII

Condemnation

Section 8.1. If, at any time during the Lease Term, title to the whole or substantially all of

the Property or the improvements thereon shall be taken by statute or in condemnation proceedings or by any right of eminent domain (hereinafter called a "Taking"), this Lease shall terminate and expire on the date of such Taking and the Rent and other charges payable hereunder shall be apportioned and paid to the date of such Taking. For purposes of this Article VIII, "substantially all" of the Property shall be deemed to have been taken if the remaining portion cannot be practically and economically used or converted for use by Tenant for the purposes permitted by this Lease, and "date of Taking" shall mean the date that possession of the Property or any part thereof is denied Tenant and Landlord so that the intents and purposes of this Lease are incapable of being fulfilled.

In the event of any such Taking and the termination of this Lease, Landlord and Tenant may together make one claim for an award for the combined interests in the subject property, and the net award received (after deduction of reasonable fees and expenses, including without limitation reasonable fees for attorneys and experts) shall be paid as follows and in the following order:

- (a) Landlord shall be entitled to receive the value of Landlord's fee interest in and to the Property or the condemned portion thereof, plus any diminution in value to the remaining portions of the Property or to the Landlord's Tract, as the case may be.
- (b) The balance of said award or awards, if any, shall then be paid to Tenant, provided that any award to the Tenant shall not reduce Landlord's recovery.

Section 8.2. Upon a Taking of only a portion of the Property, or of an easement therein, which does not substantially impair, render impractical or uneconomical the Tenant's use of the Property, this Lease shall nevertheless continue, and in such event, Tenant agrees, at Tenant's cost and expense, to repair or restore any improvements affected by the condemnation, to permit the continuing improvements to be used by the Tenant in the most economical manner. Tenant shall not be obligated to expend an amount in excess of the proceeds of the net award available to Tenant for such purposes.

Section 8.3. From the date of such partial Taking, the Rent to be paid by Tenant shall abate in the proportion that the award in condemnation paid to Landlord bears to the then total fair market value of Landlord's interest in the real property immediately preceding the event of the condemnation.

Section 8.4. Landlord and Tenant each reserve the right to file separate claims and to prosecute their claims separately, arising from the termination or taking by condemnation. However, each covenant with each other to aid and assist each other reasonably in the orderly and timely prosecuting of their claims to ensure the maximum recovery for the Taking.

ARTICLE IX

Landlord's Title and Lien

Section 9.1. Landlord shall have title to the Property paramount to all others.

Section 9.2. Tenant shall have no right or power to and shall not in any way encumber the title of Landlord in and to the Property. The fee simple estate of Landlord in the Property shall not be in any way subject to any claim by way of lien or otherwise, whether claimed by operation of law or by virtue of any express or implied lease or contract or other instrument made by Tenant. Any claim to a lien or otherwise upon the Property arising from any act or omission of Tenant shall accrue only against the Leasehold Estate of Tenant in the Property and shall in all respects be subject to the paramount rights of Landlord in the Property.

ARTICLE X

Merger of Title

Section 10.1. There shall be no merger of Tenant's interest in this Lease nor of the leasehold estate created by this Lease with the fee estate in the Property or any part thereof by reason of the fact that the same person may acquire or own or hold, directly or indirectly:

- (a) Tenant's interest in this Lease or the leasehold estate created by this Lease or any interest therein; and
- (b) The fee estate in the Property or any part thereof or any interest therein or Landlord's remainder or residual interest in the improvements on the Property or any interest therein;

and no such merger shall occur unless and until all persons having an interest in the ownership interests described in (a) and (b) above shall join in a written instrument effecting such merger and shall duly record the same.

ARTICLE XI

Quiet Enjoyment

Section 11.1. Landlord covenants that if and so long as Tenant keeps and performs each and every covenant, agreement, term, provision and condition therein contained on the part and on behalf of Tenant to be kept and performed, Tenant shall quietly have and enjoy the Property during the term without hindrance or molestation by anyone claiming by, through or under Landlord, subject to the covenants, agreements, terms, provisions, and conditions of this Lease.

Section 11.2. It is expressly understood and agreed that the terms "Landlord" and "Tenant" as used in this Lease mean only the present owner of the Property and the present owner of the leasehold interest, respectively. In the event of the sale, assignment or transfer of either such owner of its interest in the Property, such owner shall thereupon be released and discharged from all covenants and obligations of Landlord or Tenant thereafter accruing; but such covenants and obligations shall be binding upon each new owner of any interest in the Property.

ARTICLE XII

Entry on Property by Landlord, Etc.

Section 12.1. Tenant shall permit Landlord and Landlord's authorized representatives and designees to enter the Property or any part thereof, at all reasonable times for the purpose of (a) inspecting the same, and (b) making any repairs thereto and performing any work therein that may be necessary by reason of Tenant's failure to make any such repairs or perform any such work or to commence the same for thirty (30) days after written notice from Landlord (or without notice in case of emergency), and (c) showing the same to prospective purchasers and mortgagees. Nothing herein contained shall be construed as imposing any duty upon Landlord to do any such work; and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same.

Section 12.2. Landlord and its employees, agents, contractors, subcontractors, or other related or subordinate Persons agree to exercise the rights under Section 12.1 in a manner that does not damage, or diminish the value of, any of Tenant's solar farm equipment or installations. In the event that any of the said Persons, while exercising their rights under Section 12.1, damage, or diminish the value of, any solar farm equipment or installations, Landlord agrees to pay Tenant the costs of repair, or, if repair is impossible or impracticable, the replacement costs of the damaged item.

ARTICLE XIII Surrender

Section 13.1. Subject to the terms of this Lease, on the last day of the Lease Term or upon any earlier termination of this Lease, or upon any re-entry by Landlord upon the Property, Tenant shall quit and surrender the Property, together with all appurtenances and additions thereto as a unit operational without dependence upon adjoining property and all fixtures attached to or used in connection with the operation thereof and which are the property of Landlord, into the possession and use of Landlord without delay and, in good order, condition and repair, reasonable and ordinary wear and tear excepted, free and clear of all lettings and free and clear of all liens and encumbrances other than those, if any, permitted by this Lease or created or consented to by Landlord.

Section 13.2. Tenant agrees to remove all of Tenant's improvements and fixtures and equipment that Tenant places on the Property, including but not limited to the following items: personal property, fixtures, solar power equipment and fixtures, electrical equipment and fixtures, and other improvements. This right shall include the right to remove said items before the natural expiration of the Lease Term.

Section 13.3. Any personal property of Tenant or any agent or which shall remain on the Property after the termination of this Lease, may, at the option of Landlord, be deemed to have been abandoned by Tenant, Tenant's agents or employees, and either may be retained by Landlord as Landlord's property or be disposed of without accountability in such manner as Landlord sees fit.

Section 13.4. The provisions of this Article XIII shall survive any termination of this Lease.

ARTICLE XIV

Mortgage, Assignment, Subletting, Etc.

Section 14.1. Tenant shall not, without the prior written consent of Landlord in each instance and at Landlord's sole discretion, (a) assign, pledge, encumber or in any manner transfer this Lease, or any part thereof, or (b) sublease the Property, or any part thereof, and any attempt to do any of such acts without such consent shall be null and void and of no effect and shall, at the option of Landlord, terminate this Lease. The only exception being that Tenant may assign interest in the Lease to wholly owned subsidiary entities of Tenant and affiliated entities of Tenant, and power suppliers such that Tenant enters into agreements with to assist with the solar farm operations and improvements, so long as such entities shall also be obligated to all provisions in the Lease.

Section 14.2. The making of any assignment or subletting from and after the date hereof, in whole or in part, whether or not with the consent of Landlord, shall not operate to relieve Tenant herein named from Tenant's obligations under this Lease and, notwithstanding any such assignment or subletting, Tenant herein named shall remain liable for the payment of all Rent and other charges and for the due performance of all the covenants, agreements, terms and provisions of this Lease to the full end of the term of this Lease, and whether or not there shall have been any prior termination of this Lease by summary proceedings or otherwise.

Section 14.3. Each and every assignee, whether or not approved by Landlord and whether as assignee or as successor in interest of any assignee of Tenant herein named, immediately shall be and become and remain jointly liable with Tenant for the payment of the Rent and the charges payable under this Lease, and for the due performance of all the covenants, agreements, terms and provisions of this Lease on Tenant's part to be performed to the full end of the term of this Lease. Each and every provision of this Lease applicable to Tenant shall also apply to and bind every such assignee with the same force and affect as though such assignee were Tenant named in this Lease. No transfer to such assignee shall be binding upon Landlord unless such assignee shall deliver to Landlord a recordable instrument which contains a covenant or assumption by such assignee to such effect; but the failure or refusal of such assignee to deliver such instrument shall not release or discharge such assignee from its obligations and liability as above set forth.

Section 14.4 Any advance written consent by Landlord herein contained or hereafter given to any act of assignment shall be held to apply only to the specific transaction hereby or thereby approved.

Section 14.5. Tenant shall not, during the Lease Term, mortgage, assign, hypothecate, pledge or in any way encumber the Property or any part thereof without the prior written consent of the other party.

ARTICLE XV

Events of Default; Termination

Section 15.1. The following events are hereby defined as "Events of Default" under the terms of this Lease:

(a) If Tenant shall fail to pay any installment of Rent or any other sums or charges payable by Tenant to Landlord under this Lease when and as the same become due and payable, and such failure shall continue for a period of fifteen (15) days after the due date; or

(b) If Tenant shall fail to perform or comply with any other term, covenant or agreement hereof, and such failure shall continue for a period of thirty (30) days after written notice thereof and opportunity to cure, from Landlord to Tenant, or, in the case of a default or a contingency which cannot with due diligence be cured within such period, Tenant fails to proceed with all due diligence within such period to cure the same and thereafter to prosecute the curing of such default with all due diligence.

Section 15.2. If any Event of Default shall have occurred and be continuing, Landlord, whether or not the Lease Term shall have been terminated, may, upon thirty (30) days' written notice, except in cases of emergency when no notice need be given and unless the default is cured, enter upon and repossess the Property or any part thereof and possess the improvements thereon, or any part thereof, and declare all Rent remaining for the unexpired term of the Lease to be due and owing (said repossession and possession being hereinafter referred to as "repossession"), by force, summary proceedings, ejectment or otherwise without being deemed guilty of any manner of trespass, and may remove Tenant and all other persons and property therefrom.

Section 15.3. But if any Event of Default should occur upon the occurrence of a Terminating Event stated in Section 22.1, then Section 15.2 shall not apply.

ARTICLE XVI

Landlord's Right to Sell or Assign Rents and Subordination; Landlord's Breach

Section 16.1. Landlord shall have the right from time to time, to convey Landlord's interest in the Property, subject to this Lease. It is further understood and agreed that Landlord shall have the right from time to time and in connection with any financing activities undertaken by Landlord to assign Landlord's interest in this Lease, or to assign from time to time the whole or any portion of the Rent or other sums and charges at any time paid or payable hereunder by Tenant to Landlord, to a transferee designated by Landlord in a written notice to Tenant. In any such case Tenant shall pay the Rent and such other sums and charges so assigned, subject to the terms of this Lease, to such transferee at the address mentioned in any such notice. But if the Tenant is not given written notice of the assignment of Landlord's interest in the Lease, then Landlord shall turnover payments that were made to Landlord after the assignment to the assignee, or otherwise indemnify Tenant for any actions taken by the assignee against the Tenant to recover such already paid rents.

Section 16.2. In the event of breach of any of the terms of this Lease by Landlord, Tenant agrees to give Landlord thirty (30) days advance written notice, specifying the breach or breaches complained of, and Landlord shall be afforded the opportunity during said thirty (30) day period to remedy such breach or breaches. With consideration given to Section 21.1 of this Agreement, in the event of Landlord's failure to cure such breach within such thirty (30) day period, then and in such event Tenant, at Tenant's option, may elect to pursue remedies available to Tenant at law or equity. If the Property are then encumbered by any mortgage either prior to or subsequent to the date of this Lease and the holder of such mortgage desires to receive a like notice and has expressed such desire to Tenant in writing and furnished to Tenant an address to which such notice can be mailed, then Tenant shall also and on the same day mail a copy of such notice to the mortgagee by registered mail and any such mortgagee shall have the same rights to cure any default as now afforded the Landlord under the terms hereof.

ARTICLE XVII

Notices

Section 17.1. All notices, demands, requests or other communications which may be or are required to be given, served or sent by either party to the other shall be in writing and shall be deemed to be sufficient for all purposes and to have been properly given or sent:

- (a) If intended for Tenant, by mailing by registered or certified mail, return receipt requested, with the postage prepaid or by overnight delivery, or by email if such email can be verified as delivered, addressed to Tenant at:

Oklahoma Electric Cooperative
c/o Patrick Grace, CEO
2520 Hemphill Drive
Norman, OK 73069
E: PGrace@okecoop.org
P: 405.818.1943

- (b) If intended for Landlord, by mailing by registered or certified mail, return receipt requested, with the postage prepaid or by overnight delivery, or by email if such email can be verified as delivered, addressed to Landlord at:

Norman Public Schools
c/o Dr. Nick Migliorino, Superintendent
Administrative Services Center
131 S. Flood Ave.
Norman, OK 73069
E: nickm@norman.k12.ok.us
P: 405.366.5955

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may hereafter be so given, served or sent. Each notice, demand, request or

communication which shall be emailed, or mailed by certified mail, return receipt requested to Landlord or Tenant in the manner aforesaid shall be deemed sufficiently given, served or sent for all purposes hereunder three (3) business days after the time such notice, demand, request or communication shall be mailed by United States certified mail, return receipt requested in any post office or branch post office regularly maintained by the United States Government.

Section 17.2. If a request is received in writing by Landlord or Tenant for a consent or approval required under this Lease or for information to which the party making such request shall be entitled, the party receiving such request shall act with reasonable promptness thereon and shall not unreasonably delay notifying the party making such request as to the granting or withholding of such consent or approval or furnishing to such party the information requested.

ARTICLE XVIII

Holding Over

Section 18.1. At the termination of this Lease by lapse of time or otherwise, Tenant shall yield up immediate possession of the Property, and all appurtenances and additions thereto, to Landlord and, failing so to do, hereby agrees, at the option of Landlord, to pay forthwith to Landlord for the whole time such possession is withheld reasonable rental value of the Property per day thereafter.

Section 18.2. The provisions of Section 18.1 shall not be held to be a waiver by Landlord of any right of entry or re-entry as set forth in this Lease; nor shall the receipt of such sum or any part thereof, or any other act in apparent affirmance of the tenancy, operate as a waiver of the right to terminate this Lease and the term hereby granted for the period still unexpired for any breach by Tenant under this Lease.

ARTICLE XIX

Covenants Binding; Modification of Covenants

Section 19.1. The covenants, agreements, terms, provisions and conditions of this Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord and, except as otherwise provided herein, to the extent that any such successors and assigns are approved in writing by Landlord, the successors and assigns of Tenant.

Section 19.2. None of the covenants, terms or conditions of this Lease to be kept and performed by either party to this Lease shall in any manner be waived, modified, changed or abandoned except by a written instrument duly signed, acknowledged and delivered by the other party to this Lease.

ARTICLE XX

[Intentionally Omitted]

ARTICLE XXI

[Intentionally Omitted]

ARTICLE XXII
Conditions Subsequent to the Date of the Lease Agreement

Section 22.1. The following events or states of affairs shall be defined as "Terminating Events":

- (a) Tenant fails to obtain the necessary government licensure and all requisite approvals for creating, maintaining, and/or running a solar power farm within twelve months from the beginning of the Lease Term;
- (b) Tenant's government licensure for performing any action related to creating, maintaining, and/or running a solar power generation is revoked.

Section 22.2. Upon the occurrence of a Terminating Event, this Agreement shall terminate, automatically, without any procedures being taken, and neither party shall be in breach of any obligation created by this Agreement.

ARTICLE XXIII
Landlord's Obligations to Not Hinder or Obstruct; Tenant's Right to Cause Interference

Section 23.1. Landlord shall have an obligation to not take any action to obstruct or hinder Tenant's access to, and ability to capture and use, direct sunlight. Also, Landlord shall not otherwise interfere or hinder Tenant's ability to use the Property as a solar farm, which includes without limitation causing a decrease in the output or efficiency of any solar panels or causing a decrease in the accuracy of any weather instrument.

Section 23.2. Tenant shall have the right to enter on any part of the Landlord Tract to modify or remove trees that are obstructing sunlight (except already existing trees).

Section 23.3. Tenant shall have the right to create light, sound, noise, vibration, electromagnetic, electrical, and radio interference, all of which is incidental to operating solar farm. Landlord acknowledges that there may be this type of interference on the Landlord Tract.

ARTICLE XXIV
Construction of Terms; Miscellaneous

Section 24.1. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. Time is of the essence in all provisions of this Lease.

Section 24.2. Other than for Tenant's obligations under this Lease that can be performed

by the payment of money (i.e. payment of rent and maintenance of insurance policies, etc.), whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, government laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party.

Section 24.3. Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease. Tenant and Landlord shall each indemnify the other against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under the indemnifying party.

Section 24.4. From time to time, Tenant shall furnish to any party designated by Landlord, within thirty (30) days after Landlord has made a request therefore, a certificate signed by Tenant confirming and containing such factual certifications and representations as to this lease as Landlord may reasonably request.

Section 24.5. The term "solar power farm" shall not be construed as to limit Tenant's rights to only the generation of solar power, but shall also include the storage, transportation, sale, conduction, conversion, or any other activity related to creating, maintaining, or running a solar energy business or venture.

Section 24.6. Nothing contained in this Lease shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Landlord and Tenant.


EXECUTED AND DELIVERED the date first hereinabove written.

LANDLORD:

Norman Public Schools
aka Independent School District No. 29 of
Cleveland County Oklahoma

By: 
President of the Board of Education

ATTEST:


Secretary



Oklahoma Electric Cooperative,
an Oklahoma rural electric cooperative

By: 
Patrick Grace, CEO

ATTEST:


Secretary

(SEAL)



LEASE AGREEMENT

BETWEEN THE CITY OF NORMAN AND NORMAN PUBLIC SCHOOLS

This Lease Agreement, made and entered into this _____ day of _____, 2025 (the “Effective Date”), by and between the City of Norman, Oklahoma (“City”) and Independent School District No. 29 of Cleveland County, Oklahoma (“NPS”).

WHEREAS, the City formerly owned, and NPS is the current owner of properties in Cleveland County, Oklahoma known as the Irving Recreation Center, located at 125 Vicksburg Ave., Norman, Oklahoma, and Whitter Recreation Center, located at 2000 W Brooks St., Norman, Oklahoma (together the “Properties”); and

WHEREAS, because of its previous ownership of the Properties, the City has operated an after-school and all-day summer camp program out of the Properties since 1975; and

WHEREAS, due to the change in ownership of the Properties from the City to NPS, for such childcare programs to continue to be operated by the City, the City seeks to lease a portion of the Properties from NPS during the hours of operation of the childcare programs; and

WHEREAS, the City and NPS desire for the operation of such childcare programs to continue as they are beneficial to both parties and the communities they serve, and thereby desire to enter into this Lease Agreement to effectuate such purpose.

NOW, THEREFORE, IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, to effectuate the purposes stated above, and the mutual covenants and agreements contained herein, the parties agree as follows:

1. **TERM:** The term of this Agreement shall commence on the Effective Date and continue for a period of twenty-five (25) years thereafter (the “Initial Term”), unless earlier terminated pursuant to the provisions set forth herein, with an option to renew for subsequent additional twenty-five (25) year terms (each a “Renewal Term”) with the mutual consent of the parties which consent shall not be unreasonably withheld. In the event the parties agree to a Renewal Term, they shall negotiate the conditions that attach to a new 25-year term which may be the same or different from the lease terms for the Initial Term of this Agreement. The parties understand that this Agreement and any continuation of this Agreement through Renewal Term(s) is subject to sufficient annual appropriations by the City for the fiscal year (July 1 to June 30) in which the Agreement is to be active.

2. **LEASE OF PROPERTIES:**

- A) NPS agrees to lease a portion of the Properties (the “Leased Portion”), as described in Exhibit A, attached hereto and incorporated herein, to the City, together with all easements, rights, and appurtenances in connection therewith for the shared use by the City as described herein. NPS also agrees to provide all utilities for the Leased Portion at no cost to the City, including access to NPS’ public WiFi.

- B) It is agreed between the parties hereto that the purpose of this lease is for the City to continue to operate the longstanding childcare programs for the Norman community. The City and NPS agree that the City shall use the Leased Portion exclusively for this purpose. Further, NPS agrees that it will not interfere or impede the City's use of the Leased Portion for this purpose during the regular hours of operation of the childcare programs. In the event the City ceases to use the Leased Portion for the purpose described in this Agreement, the lease shall automatically terminate and all obligations created by this lease shall end as to the parties.
- C) The childcare programs consist of: 1) an after school program, operating during the school year (August to May) during the hours of 3:00p.m. to 6:00p.m.; and 2) an all-day summer camp program, operating from May to August during the hours of 7:00a.m. to 6:00p.m. The employees utilized in the operation of such childcare programs shall be the employees of the City and at no time be deemed the employees of NPS.
- D) NPS agrees that any fees collected by the City for the childcare programs shall be retained exclusively by the City to be used for the operation of the childcare programs.
- E) The City agrees to keep the Leased Portion in a clean and orderly manner at all times and to timely report any damages to the Leased Portion and need for repairs, if any, during its use. The City agrees to be responsible for damages to the Leased Portion that result solely from Tenant Misuse. The term "Tenant Misuse" shall not include ordinary wear and tear on the Leased Portion, but shall mean any act that causes damage to the Leased Portion and that arises out of the City's use of the Leased Portion not permitted by the terms of this Agreement or that is caused by negligent or willful acts of the City, its employees, agents, invitees, or users.
- F) Upon written, mutual agreement of the Parties, such consent not unreasonably withheld, the City may make tenant improvements to the Leased Portion as needed for the successful operation of the childcare programs.

3. **LIABILITY:**

- A) To the extent permitted by applicable law, each of the parties agree to release, hold harmless, and not institute any suit or action at law and equity or file any claim of any nature whatsoever against each other, their agents, assigns or employees or officers by reason of the party's own use of the Properties.
- B) To the extent permitted by applicable law, the City agrees to indemnify NPS in suits at equity and at law, arising from the City's use of the Properties under this Agreement; but in no way shall this Agreement be considered a waiver of the City's

defenses under 51 O.S. § 151 et seq.

- C) To the extent permitted by applicable law, NPS agrees to indemnify the City in suits at equity and at law, arising from NPS' use and maintenance of the Properties; but in no way shall this Agreement be considered a waiver of the NPS' defenses under 51 O.S. § 151 et seq.

4. **TERMINATION:**

- A) *For Cause:* This Agreement may be terminated, upon written notice, by either party in the event of substantial failure by the other party to perform in accordance with its material duties or obligations under this Agreement. The written notice shall be provided within fifteen (15) days of the default and specify the event of default under the Agreement. The defaulting party shall have ninety (90) days after written notice is given to cure the default. If the default is not cured in all material respects, the non-defaulting party may terminate the Agreement.
- B) *For Convenience:* The City may terminate this Agreement for any reason upon sixty (60) days written notice to NPS.
- C) *Force Majeure:* Neither party shall be responsible nor liable for any delays or failures in performance from any cause beyond its reasonable control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of a third party, riots, fires, earthquakes, floods, power blackouts, strikes, or weather events. The affected party will promptly notify the other party of the force majeure event, use its reasonable commercial efforts to promptly correct such event and restore performance as soon as practicable once the event has subsided. In the event NPS, in its sole discretion, deems the area unusable and unrestorable, this Agreement shall become null and void and shall terminate upon notice to the City. If this occurs, NPS has no obligation to provide other space in the location or an alternate location for the City's use for the purposes specified in this Agreement.
5. **NOTICE:** Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is delivered personally, or within three (3) business days after it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, to:

City: Director of Parks and Recreation
225 N. Webster Ave.
Norman, OK 73070

NPS: Superintendent, Norman Public Schools
131 S Flood Ave.
Norman, OK 73069

6. MISCELLANEOUS:

- A) *Counterparts*: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute the same instrument.
- B) *Severability*: If any provision of this Agreement is determined to be unenforceable, invalid, or illegal, then the enforceability, validity, and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
- C) *Governing Law; Venue*: This Agreement shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this Agreement shall be in the District Court of Cleveland County, Oklahoma, or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.
- D) *Binding Effect*: All the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
- E) *Authority*: Each party hereto has the legal right, power and authority to enter into this Agreement. Each party's execution, delivery and performance of this Agreement has been duly authorized, and no other action is requisite to the valid and binding execution, delivery and performance of this Agreement, except as expressly set forth herein
- F) *Relationship of Parties*: This Agreement does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of the other party. Neither party shall be deemed to be an agent or representative of the other. Further, the employees or agents of each party engaged in the performance of this Agreement shall continue to be the employees or agents of that party and shall not under any circumstances be considered for any purpose to be employees or agents of the other party.
- G) *Entire Agreement; Amendments*: This Agreement constitutes the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto.
- H) *Assignment*: This Agreement shall not be assigned by either party without prior written consent of the other party, said consent not to be unreasonably withheld.
- I) *Non-waiver*: No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any

single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity.

In Witness Whereof, the parties hereunto set their hands and seal the date first above written. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

CITY OF NORMAN

APPROVED this _____ day of _____, 2025 by the Norman City Council.

Larry Heikkila, Mayor

ATTEST:

Brenda Hall, City Clerk

APPROVED as to form and legality this _____ day of _____, 2025.

City Attorney

INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OK

BY:

Dirk O'Hara, President, Board of Education

ATTEST:

Secretary

APPROVED as to form and legality this _____ day of _____, 2025.

Attorney for Norman Public Schools



COMMERCIAL PROPERTY MANAGEMENT AGREEMENT

This Agreement is made and entered into this 1 day of July, 2025 between: Touchstone Management, LLC with notice address of 155 Triad Village Dr. Norman, OK 73071 ("Owner"); and Touchstone Management, LLC, an Oklahoma limited liability company, with notice address of 600 NW 23RD ST Suite 200, Oklahoma City, OK 73103 ("Manager"). Owner contracts the services of Manager to manage, operate, control, rent and lease the following described property: See Exhibit A (the "**Property**").

1. **Responsibilities of Manager.** Owner hereby appoints Manager as Owner's exclusive lawful agent and attorney-in-fact with full authority to do any and all lawful things necessary for the fulfillment of this Agreement, including but not limited to the following: See Exhibit B (**Additional Property Information**).

A. Collection and Disbursement. Manager agrees to collect all rents as they become due; to pay expenses on Owner's behalf as provided in this agreement, and to render to Owner a monthly accounting of rents received and expenses paid. Disbursements will be made by manager for all expenses.

B. Maintenance and Labor. Owner grants Manager the authority to operate, decorate, maintain, and repair the Property and to contract and to supervise all employees, contractors, subcontractors, and other needed labor for the accomplishment of same. Owner authorizes Manager to purchase all materials, equipment, tools, appliances, supplies and services necessary to proper maintenance and repair. Manager shall have the right to use any of Manager's affiliates to perform any of the services required or contemplated by this Agreement. Manager shall have the authority to purchase necessary supplies, make contracts for, or otherwise furnish, utilities, electricity, gas, water, telephone, communications, cable, and sewer, refuse disposal, pest control, and any other utilities or services required for the operation of the Property. Any single expenditure for a repair or maintenance item in excess of said mutually agreed budget for the current calendar year will require the consent of the Owner. However, if owner does not respond in a timely manner, Manager will not be responsible for damages caused by delay

2. **Liability of Manager.** Owner hereby agrees to hold Manager harmless from, indemnify, and to defend Manager against, any and all claims, charges, debts, disputes, controversies, fines, investigations, demands and lawsuits as to any matters that arise in any relation to the Property except negligence. Owner agrees to pay Manager's attorney's fees related to Manager's management of the Property and any liability for injury on or about the Property which may be suffered by any tenant or guest upon the Property. This indemnity does not indemnify Manager from claims that arise from Manager's negligent acts or omissions. Owner agrees to maintain, or to allow Manager to maintain and charge against the rent income stream, sufficient and prudent all risks property casualty and liability insurance and that the Manager shall be a specific additionally named insured to all existing policies. If Owner maintains the insurance, then Owner shall provide a copy of such insurance policy to the Manager for the Manager's records. Manager also agrees to purchase and maintain a liability insurance policy and that Owner shall be specifically named as an additional insured. As a condition precedent to Manager agreeing to this Agreement with Owner, Owner shall provide



all information to Manager as relevant to the Property, including but not limited to, all background information as to any lead on the Property, hazardous substances, prior floods, asbestos, psychological impacts as to prior incidents such as serious criminal acts, and all other matters that are relevant to the history of the Property as they may affect disclosures required to potential tenants. By executing this Agreement, Owner is warranting that Owner has provided all such information to Manager and fully informed Manager of all such facts.

3. **Compensation of Manager.** Owner agrees to compensate Manager as follows:

During the term of this agreement, Owner agrees to pay **five percent (5%)** of all gross receipts and income collected, except insurance proceeds and CAM reimbursements, as a fee for managing the Property (gross receipts are defined as all revenues of any type or nature collected from the operation of the Property), with a minimum charge of \$500/month for fully managed buildings. *NNN properties will be charged \$100.00/month per property. When necessary, Management shall charge \$175 for eviction filings. When Owner contracts Management to oversee construction projects, Management company shall charge three and ½ percent (3.5%) of job costs or \$500.00 whichever is more, (regular maintenance and repair job oversight is included in management fee) These fees, plus all other expenses of any kind or nature, direct or indirect, as to the Property and management thereof, shall be deducted by the Manager from gross receipts and income, and further agrees to abide by the conditions set forth by the Manager to the tenant on the Owner's behalf. To the extent there are insufficient funds available from revenues received from the operation of the Property to reimburse Manager for expenses incurred, Owner shall directly reimburse Manager within ten (10) days after demand by Manager for reimbursement.

4. **Taxes.** Manager shall be held responsible for the issuance all payments related to real property and other taxes and assessments levied on the Property. Owner shall be responsible for providing all notices of taxes and assessments to Manager in a timely manner.

5. **Bank Accounts.** All monies received by Manager for or on behalf of Owner shall be deposited in Owners account to be maintained by Manager with a banking institution directed by Owner. Manager will possess all checks and money tendering instrument and all responsibilities for payment of all bills, taxes, fees, mortgages related to the property. Manager shall maintain possession and control of all deposit accounts related to the properties.

6. **Status of Parties.** In the performance of Manager's services under this Agreement, Manager shall be and act as an independent contractor. Nothing in this Agreement, or in the relationship between Owner and Manager, shall be deemed to constitute a partnership, joint venture or any other similar relationship.

7. **Term of Agreement.** This Agreement grants the Manager the exclusive right to manage the Property and shall be effective as of the July 1, 2025 and shall expire on the June 30, 2026. Upon expiration of the above initial term, this Agreement shall be renewed on an annual basis. Either party wishing to terminate the agreement may do so by providing written notice of no less than 60 days prior to the date of cancellation. Time is of the essence in this Agreement. This Agreement may also be terminated by mutual agreement of the parties at any time. Upon termination Owner shall pay to Manager all fees, commissions and expenses due Manager under terms of this Agreement, which are owing to Manager. Owner shall give written notice to Manager if Manager is in default in the



Performance of any of the duties of Manager that are described in this Agreement. Manager shall have at least thirty (30) days from the receipt of the owner's written notice to remedy the default, and if Manager cannot remedy the default within such period of time, Owner may terminate this Agreement after payment of all amounts owed and earned by Manager to such date.

8. **Successors and Assigns.** This Agreement shall be binding upon and insure to the benefit of the successors and assigns of Manager and the heirs, administrators, successors, and assigns of the Owner. Notwithstanding the preceding sentence, Manager shall not assign Manager's interest under this Agreement except in connection with the sale of all or substantially all of the assets of Manager's business. In the event of such sale, Manager shall be released from all liability under this Agreement upon the express assumption of such liability by Manager's assignee.

9. **Severability.** Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable for any reason by any court of law exercising competent jurisdiction, such a determination shall not render void, invalid or unenforceable any other section or any part of any section in this Agreement.

10. **Choice of Law.** This Agreement has been made and entered into in Oklahoma, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due under this Agreement. Should either party bring suit to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover court costs and reasonable attorney's fees.

11. **No Personal Liability; Waiver.** Owner acknowledges that this Agreement is between Owner and an Oklahoma limited liability company and therefore there shall be no liability or exposure for liability beyond the Manager's limited liability entity.

12. **Communication.** Email may be considered as an acceptable form of written communication.

This document represents the entire Agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement on the date first above written.

OWNER:

Signature: _____

Name: _____

Title: _____

Date: _____

MANAGER:

Signature: _____

Name: Eric C. Fleske, SIOR, CCIM

Title: Manager

Date: 5/19/2025


Signed by:

 E04BE8E2CD77476...



EXHIBIT A

“Property” is as follows:

Fully/Partially Managed Buildings:

1. **101 Triad Village Dr. Norman, OK 73071**
2. _____
3. _____
4. _____
5. _____

INTERLOCAL AGREEMENT

This agreement is entered into this 19 day of May, 2025, between **BOARD OF COUNTY COMMISSIONERS, CLEVELAND COUNTY, OKLAHOMA**, (hereinafter referred to as "COUNTY") and **INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA** (hereinafter referred to as "DISTRICT") for FY 2025-2026.

Pursuant to 74 O.S. 1981 §1001 et seq., and 69 O.S. § 601 et seq., the governing boards of the County and the District find that it is to the mutual benefit of the citizens of both the COUNTY and the DISTRICT to enter into an Agreement for Inter-local Cooperation pertaining to the creation of, maintenance of, and surfacing/resurfacing of certain streets, parking lots, roads, and driveways associated with the DISTRICT's high school which are continuations or connecting links in the State or County highway system.

WHEREFORE, in mutual consideration, the parties hereto agree as follows:

1. If the DISTRICT determines a need for creation of, maintenance of, and surfacing/resurfacing of certain streets, parking lots, roads, and driveways associated with the DISTRICT's high school which are continuations or connecting links in the State or County highway system, the DISTRICT may make a written request for help with the labor and/or materials to accomplish the requested work from the appropriate County Commissioner.
2. The DISTRICT'S request shall be in writing and shall state the proposed work, what part is proposed to be done by the DISTRICT and what part to be done by the COUNTY, and the proposed time frame for the completion of the work.
3. Engineering for each project shall be the sole responsibility of the DISTRICT.
4. Projects where the COUNTY provides 100% of the labor will, within five (5) days of completion, be inspected by the DISTRICT or its agents/representatives. If the DISTRICT alleges any deficiencies in the manner in which the COUNTY work was performed, the DISTRICT will provide written notice specifying those deficiencies within ten (10) days of the completion of said work. COUNTY will respond to any allegations of deficiencies within ten (10) days of receiving written notice from the DISTRICT.
5. The DISTRICT and the COUNTY agree to the loan of equipment back and forth as needed to complete these projects as long as such equipment is not being utilized or is otherwise available. Parties will agree to a schedule of availability when possible. Maintenance, upkeep and repair due to normal use of the equipment will be the sole responsibility of the owner of the equipment. Damage to the equipment caused by misuse, improper operation, accident or misfortune shall be the responsibility of the party utilizing said equipment.
6. The COUNTY retains the right to perform all the work requested, part of the work requested or none of the work requested. When the COUNTY receives a written request for work, the COUNTY will respond by the next COUNTY agenda meeting or as soon as practicable.

7. All materials and supplies provided by or made available pursuant to a contract executed by the COUNTY, shall be paid for by the DISTRICT at the time of delivery or other appropriate arrangements for payment.

8. This agreement shall be effective from July 1, 2025 through June 30, 2026 and may be renewed or extended annually by appropriate affirmative action of the governing bodies of both parties.

Approved this 19 day of May, 2025.

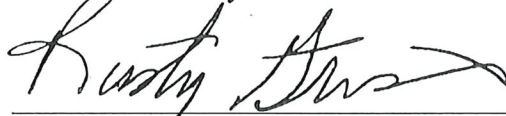
**BOARD OF COUNTY COMMISSIONERS
FOR CLEVELAND COUNTY**



ROD CLEVELAND, District #1
Cleveland County Commissioner



JACOB MCHUGHES, District #2
Cleveland County Commissioner



RUSTY GRISSOM, District #3
Cleveland County Commissioner



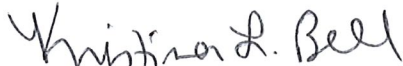
Attest:



Pam Howlett
County Clerk



Approved as to form and legality:



Assistant District Attorney

Approved this _____ day of _____, 2025.

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

President, Board of Education

Attest:

Board Clerk

Approved as to form and legality:

Legal Counsel



Gaggle.Net, Inc.
5050 Quorum Drive, Suite 700
Dallas, TX 75254
800-288-7750
www.gaggle.net

CONTRACT FOR SERVICES

Contract Number: Q-122497

This contract by and between Gaggle.Net, Inc. (Gaggle), a Delaware Corporation with its principal place of business at 5050 Quorum Drive, Suite 700, Dallas, TX, 75254 and Norman Public Schools - Norman OK (Customer) for good and valuable consideration as set forth hereby agree and contract as follows:

1. Services Provided by Gaggle

Gaggle shall provide the Customer with services pursuant to the purchasing arrangement for the duration of the contract term. This agreement may include any combination of, but is not limited to, Safety Solutions on School Provided Technology, Mental Health Services, or Archiving and Backup Solutions. In the event of a change in the services provided, the terms of this agreement shall remain in effect; however, pricing may vary. Gaggle will notify the Customer in advance of any changes in pricing resulting from a service change.

2. Contract Term Service

Commencement Date: 7/1/2025

Service End Date: 6/30/2026

Contract End Date: 6/30/2026

3. Services and Payment

Full payment is due and payable upon receipt of invoice. Invoices outstanding for over 60 days are subject to a 1% late payment penalty and interest charges or the maximum rate permitted by law. Customer is responsible for any and all taxes associated with services. If Customer wishes to begin installation or provisioning of services before the contract term commencement date, Customer may be required to pay a pro-rated cost for early started services. Gaggle will notify the Customer of any charges prior to the early commencement of services.

The parties acknowledge that the scope of services, including the number of participants, accounts, or the volume of data, may vary during the contract term. Pricing adjustments shall only occur if the number of participants, accounts, or data requirements change by more than 10% from the original agreement.

Pricing described in this contract may be reviewed and adjusted annually to reflect changes in the Producer Price Index published by the United States Bureau of Labor Statistics.

4. Incorporation by Reference

Upon commencement of service, Gaggle's applicable Invoice, Terms and Conditions, Service Level Agreement, Student & Staff Data Privacy Notice, and Website Privacy Policy, as well as any future engagements, additional products, or service renewals, are hereby acknowledged and incorporated into this agreement by reference.

5. Sales Tax Exemption Certificate

If applicable, please provide Gaggle with your Sales Tax Exemption Certificate.

We respectfully require a signed contract on file before the start of any services.

NOTE:

Authorized Representative of Gaggle

Authorized Representative for Norman
Public Schools - Norman OK

Date

Date

Gaggle Quote Number: Q-122497

DESCRIPTION	NOTES	QUANTITY	UNIT PRICE	DISCOUNT	NET UNIT PRICE	NET TOTAL
Gaggle Safety Management - Google - Student	Email and Drive	8,600	\$7.00	\$2.50	\$4.50	\$38,700.00
Learn More: https://www.gaggle.net/safety-management						
Gaggle Safety Management - Canvas LMS - Student		8,600	\$2.00	\$1.25	\$0.75	\$6,450.00
Learn More: https://www.gaggle.net/safety-management						
Gaggle Safety Management - Google Hangouts - Student		4,550	\$3.00	\$1.00	\$2.00	\$9,100.00
Learn More: https://www.gaggle.net/safety-management						
Gaggle Safety Management - SIS Integration	Infinite Campus	1	\$0.00	\$0.00	\$0.00	\$0.00
Learn More: https://6210449.fs1.hubspotusercontent-na1.net/hubfs/6210449/Product%20Documents/SIS%20Integration.pdf						
TOTAL:						\$54,250.00

Terms and Conditions

1. AGREEMENT

This Agreement (“Agreement”) is entered into by and between Gaggle.Net, Inc., a Delaware corporation with its principal office located at 5050 Quorum Drive, Suite 700, Dallas, TX 75254 (“Gaggle”), and the entity identified as the customer in the applicable Contract for Services (“Customer”). Gaggle and Customer are collectively referred to as the “Parties.”

This Agreement governs the terms and conditions under which Gaggle provides Customer access to certain software products, services, and related support as described in the applicable Contract for Services (the “Services”). The Services may include, without limitation, subscriptions to Gaggle’s cloud-based software, mental health services, crisis support, and associated updates and documentation.

Gaggle shall provide Customer with the necessary credentials, including usernames and passwords, to enable access to the Services. These credentials are for use by individuals authorized by the Customer, including employees, agents, independent contractors, students, and parents or guardians (collectively, “Authorized Users”). The Customer is responsible for ensuring compliance with this Agreement by all Authorized Users.

Gaggle reserves the right to modify or update this Agreement or any features of the Services at its sole discretion and without prior notice. In the event of material changes to this Agreement, Gaggle shall (a) Publish the updated Agreement on its website and (b) Notify the Customer via email to the primary address on file.

This Agreement, together with the Contract for Services, Service Level Agreement, Student and Staff Data Privacy Notice, and Website Privacy Policy, constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior understandings, agreements, or representations.

In the event of a conflict between the terms of this Agreement and the provisions of a separately executed written agreement between the Parties that specifies Customer’s unique requirements (the “Customer Terms”), this Agreement shall control.

2. ACCEPTANCE OF TERMS

These Terms and Conditions (the “Terms”) establish the agreement under which Gaggle.Net, Inc. (“Gaggle”) will provide services (“Services”) to you, the customer (“Customer”). The compensation for Services shall be determined based on the rates and terms outlined in the applicable Gaggle invoice and Gaggle Contract.

By completing the registration process and providing Gaggle with accurate, current, and complete information, the Customer agrees to be bound by these Terms. If the Customer does not agree to any changes to the Terms, the Customer’s sole remedy is to terminate the Services in accordance with the provisions of Sections 9, 10, and 11.

3. UNAUTHORIZED ACCESS, PASSWORD-PROTECTED, AND SECURED AREAS

Users of Gaggle Services (“Users”) are responsible for all activities conducted through their usernames and passwords, including any unauthorized access. To enhance security, Gaggle recommends that Users periodically update their passwords. Access to and use of Gaggle’s password-protected or secured Services is strictly limited to authorized Users.

As part of the registration process for Gaggle Services, Users must provide accurate, current, and complete information. Users are solely responsible for maintaining the confidentiality of their usernames and passwords, whether chosen by the User or assigned by a third party on their behalf. Users agree to the following:

- (a) Not to misuse or share their usernames or passwords;
- (b) Not to misrepresent their identity or affiliation with any entity;
- (c) Not to impersonate any person or entity; and
- (d) Not to misstate or falsify the origin of any materials accessed through Gaggle Services.

Violating these obligations may result in suspension or termination of access to the Services and may subject Users to civil liability or criminal prosecution.

Users must promptly notify Gaggle and any applicable administrator of any unauthorized use of their account or any known or suspected security breach.

4. PRIVACY AND SECURITY

Gaggle employs various measures to protect the security and privacy of its users. However, Users acknowledge that Gaggle cannot guarantee the absolute security or confidentiality of its Services.

Gaggle disclaims any liability for harm caused directly or indirectly by the use of its Services.

Users should be aware that communications through third-party email services, such as those provided by Google Inc. and Microsoft Corporation, are not private. While Gaggle is not obligated to monitor User communications or content, it reserves the right to do so, including but not limited to:

- (a) Fulfilling contractual obligations;
- (b) Backing up or reviewing communications to identify network issues; or
- (c) Determining compliance with these Terms and Conditions, Service Level Agreements, Student and Staff Data Privacy Notice, and Website Privacy Policy.

At its sole discretion, Gaggle may disclose or provide access to content or communications to authorized personnel, the National Center for Missing and Exploited Children ("NCMEC"), and/or law enforcement agencies, as required by law or as deemed necessary.

For additional information regarding data security and privacy, please refer to Gaggle's Data Privacy Policy.

5. CONFIDENTIALITY POLICY

As used in this Agreement, "Confidential Information" refers to proprietary information or materials disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") as a result of this Agreement. This includes, but is not limited to, research data, methodologies, products, services, processes, formulas, technologies, or other business information disclosed directly or indirectly, whether in writing, orally, or by other means.

Confidential Information does not include information that: (a) Was known to the Receiving Party at the time of disclosure, without a duty of confidentiality, as evidenced by written records; (b) Is or becomes publicly available through no wrongful act or omission by the Receiving Party or anyone bound by confidentiality obligations to the Disclosing Party; or (c) Is lawfully obtained by the Receiving Party from a third party without breaching confidentiality obligations to the Disclosing Party.

Each party agrees to the following obligations regarding the other party's Confidential Information during the term of this Agreement and thereafter:

The Receiving Party shall maintain the confidentiality of the Confidential Information with at least the same degree of care it uses to protect its own confidential information of a similar nature, but no less than a reasonable degree of care.

The Receiving Party shall not disclose the Confidential Information to any individual, entity, or third party except as expressly permitted under this Agreement or as required by applicable law, regulation, court order, legal process, or governmental, judicial, regulatory, or self-regulatory authority.

In the event disclosure is required by law or deemed advisable by legal counsel, the Receiving Party shall, to the extent permissible, promptly notify the Disclosing Party to allow for protective measures or other appropriate action.

6. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99) is a federal law that protects the privacy of student education records. You are required to comply with FERPA and its applicable regulations. Gaggle shall not disclose any student's education records, personally identifiable information, or other related records monitored, maintained, and retained by Gaggle and/or other Services provided by Gaggle to any third party (other than your school organization) without prior authority. Gaggle shall maintain the privacy and confidentiality of all student education records and shall make available to your school organization the right to inspect and review the student education records upon request. Gaggle shall not disclose or transmit student education records or information to any unauthorized party without the prior consent of the student, guardian, and/or your school organization or by court order, administrative order, or subpoena. Notwithstanding the foregoing, to protect your school or district against the risks involved in handling explicit content involving minors, Gaggle registers incidents containing pornographic videos and images of possible minors with the CyberTipline at the National Center for Missing and Exploited Children ("NCMEC"). It is NCMEC's mission to prevent the spread of these materials, as well as to prevent the sexual exploitation of children. For more information, consult Gaggle's Data Privacy Policy.

7. SUPPORT

Gaggle maintains a comprehensive case management system to address all Customer issues efficiently. Standard customer service is available during the following hours: Monday through Friday: 6:00 AM to 7:00 PM Central Time (CT).

Customers may contact Gaggle via: Email: support@gaggle.net; Telephone: 800-288-7750; or Live Chat: Accessible within the Gaggle interface or on the Gaggle website.

For after-hours assistance, Gaggle monitors a dedicated email account at support@gaggle.net.

Gaggle offers additional technical support 24 hours a day, seven days a week. Response times vary based on the severity of the issue:

- Critical Issues: Response within six (6) hours.
- Informational Requests: Response within twenty-four (24) hours.

This structured approach ensures timely and effective support for all Customer needs.

8. ASSIGNMENT

Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party. Such consent may only be granted if: (a) The assignee agrees in writing to be bound by the terms of this Agreement and (b) The assigning party remains liable for all obligations incurred under this Agreement prior to the assignment.

Any attempted assignment or transfer in violation of this section shall be null and void.

9. TERM OF AGREEMENT

This agreement commences with the start of Services and continues until otherwise terminated, by written agreement of the parties, in accordance with Section 11 or upon the expiration of the last Service Term or Renewal thereof.

10. AUTOMATIC RENEWAL OF SERVICES

Except as otherwise specified, Services shall automatically renew for successive one-year periods, unless and until terminated by either party in accordance herewith or unless either party provides written notice of non-renewal to the other party prior to the end of the then-current Services Term. Gaggle may increase pricing applicable to the renewal of any then-current Services Term by providing Customer with notice thereof, including by email, at least 30 days prior to the end of such term.

11. TERMINATION

Customer may terminate the Services under this Agreement at the end of any contract by providing thirty (30) days written notice of the intent to terminate. Gaggle may also terminate or suspend Services if you breach the conditions of this Agreement, the Gaggle Service Level Agreement (SLA), or your Gaggle Contract.

You can cancel your Services by sending your cancellation notice to Gaggle, P.O. Box 735566, Dallas, TX 75373-5566; sending email to support@gaggle.net; or by fax to 309-665-0171.

Gaggle can, at any time, modify or discontinue any of its Services without liability to any user or third party.

12. REPRESENTATIONS AND WARRANTIES

Each party represents, covenants, and warrants to the other that no applicable law, regulation, rule, or governmental requirement exists that (i) restricts or limits the party's ability to fully perform and comply with all obligations under this Agreement or (ii) impairs the rights of the other party as provided in this Agreement.

Gaggle represents, covenants, and warrants that it will provide the Services: (i) in all material respects, as described in the applicable end user documentation (if any); (ii) in a professional manner and in accordance with generally accepted industry practices; and (iii) in compliance with all applicable laws and regulations.

If the Services provided to Customer fail to meet the warranties described above, the Customer agrees to promptly notify Gaggle in writing of the deficiency.

Gaggle represents, covenants, and warrants that the Services will not (i) infringe any copyright, trademark, or patent rights or (ii) misappropriate any trade secret. If the Customer's use of the Services is restricted as the result of a claim of infringement, Gaggle will do one of the following: (i) substitute another equally suitable product or service; (ii) modify the allegedly infringing Service to avoid the infringement; or (iii) procure for the Customer the right to continue to use the Service free of the restrictions caused by the infringement.

The Customer represents, covenants, and warrants that it will: (i) use the Services only in compliance with this Agreement and all applicable laws and regulations; (ii) ensure that its content does not (A) infringe any copyright, trademark, or patent rights; (B) misappropriate any trade secret; (C) be deceptive, libelous, obscene, pornographic, or unlawful; (D) contain viruses, worms, or other malicious software intended to damage the Company's systems or data; or (E) violate the privacy or other rights of any third party.

While Gaggle is not obligated to monitor the Customer's use of the Services, it may do so and may prohibit any use of the Services that it reasonably believes violates this Agreement or applicable laws and regulations.

If the Customer is a government entity, agency, organization, or party (including a school or school district), the Customer represents, warrants, and covenants that it has taken all necessary actions, complied with all requirements, and obtained all consents and reviews to enter into and perform this Agreement in accordance with its terms and conditions.

The Customer represents, covenants, and warrants that the software provided under this Agreement will be treated as "commercial computer software" and "commercial computer software

documentation” under applicable governmental laws, regulations, or rules.

13. DISCLAIMERS AND EXCLUSIVE REMEDIES

Gaggle provides Services to your organization to assist it in protecting and promoting the well-being of your students and your organization. Gaggle shall undertake every commercially reasonable effort to update its Services to maximize the detection of unsafe, graphic, and/or obscene communications. Gaggle does not warrant, represent, and/or guarantee that all unsafe communications can or will be detected while monitoring your student's online communications and content and other digital activities without limitation.

Your organization is responsible for reviewing all Gaggle communications and taking all reasonable and precautionary actions required by your organization to protect the interests of students, including, but not limited to, notifying applicable governmental agencies and/or bureaus, such as child protection services pursuant to the Family Educational Rights and Privacy Act (FERPA) and other applicable laws and regulations.

Gaggle does not guarantee that (i) the Services will be performed error-free or (ii) the Services will operate in combination with Customer's content, applications, or any other hardware, software, systems, services, or data not provided by Gaggle. Gaggle is not legally obligated to adhere to any specific response timeline or window for addressing communications or incidents. The Customer acknowledges that any timelines provided by Gaggle are estimations and not binding commitments.

The Customer acknowledges that Gaggle does not control the transfer of data over communication facilities, including the Internet, and that the Services may be subject to limitations, delays, and other problems inherent in the use of such communication facilities. Gaggle is not responsible for any issues arising from the performance, operation, or security of the Services that are caused by Customer's content or applications or third-party content (including publicly available data or other third-party data) or services, and Gaggle disclaims all liabilities related to third-party content or services.

Notwithstanding any other provision in this Agreement, Gaggle does not guarantee or warrant: (i) that the Services will function with 100% precision to prevent harm, self-harm, or exposure to inappropriate, harmful, unsafe, or obscene content for minors; (ii) that the Services will fulfill Customer's obligations, if any, under the Children's Internet Protection Act (CIPA); (iii) that the Services will prevent or otherwise discourage cyberbullying or harm or self-harm by students; (iv) that the Services will detect all instances of cyberbullying and self-harm by students; (v) that all social media sites, streaming media, web-based email services, cloud storage sites, or other internet sites (including inappropriate sites for minors, such as pornographic, gambling, or other restricted sites) will be blocked or monitored; (vi) the accuracy or reliability of any information obtained through the

Services, including but not limited to third-party data, or the results of any queries or searches submitted by Customer for screening visitors; or (vii) that the Services will detect or prevent the entry of unauthorized individuals onto Customer's premises in violation of applicable laws or Customer policies.

In the event of a breach of the Services warranty, Customer's exclusive remedy and Gaggle's entire liability shall be: (i) the correction of the deficient Services that caused the breach, or (ii) if Gaggle cannot substantially correct the deficiency in a commercially reasonable manner (as determined solely by Gaggle), Customer may terminate the Services. In this case, Gaggle will refund the Customer the fees for the terminated Services that were pre-paid for the period following the effective date of termination. Gaggle will also make commercially reasonable efforts to provide Customer with a reasonable opportunity to access the Services for the purpose of securing and backing up Customer's user data.

The tele-therapy and crisis support services provided by Gaggle aim to support the emotional and mental well-being of students. Tele-therapy and crisis support are not replacements for in-person therapy, medical treatment, or emergency services. If a student is experiencing a crisis or an immediate threat to safety, contact emergency services by dialing 911 or visit the nearest emergency facility.

Information shared during tele-therapy or crisis support will not be disclosed without your permission, except as required by law. Gaggle complies with mandated reporting laws, including reporting threats of harm to self or others or suspicion of abuse or neglect. Gaggle does not guarantee specific outcomes from tele-therapy or crisis support services. Progress and results may vary based on individual circumstances and participation. Tele-therapy services are delivered through virtual platforms that may carry inherent risks, including technical issues, potential data breaches, or unauthorized access. Gaggle takes reasonable precautions to ensure the security of virtual communications but is not liable for breaches outside its control. Accessing tele-therapy requires reliable internet connectivity and compatible devices.

Crisis support services are intended to provide immediate, short-term assistance and guidance during moments of distress. These services are not designed for ongoing therapy or long-term counseling. Crisis support via telephone may be limited in its ability to fully assess or address a student's situation. Crisis support is not an emergency response service. While trained professionals will provide support and resources, they are not equipped to dispatch emergency services directly.

14. LIMITATION OF LIABILITY, STATUTE OF LIMITATIONS

In no event shall Gaggle be liable with respect to Services (i) for any amount in the aggregate in excess of the fees paid by you or (ii) for any indirect, incidental, punitive, or consequential damages of

any kind whatsoever. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. You agree that regardless of any statute or law to the contrary, any claim or cause of action against Gaggle arising out of or related to the use of Services or the terms of use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

You assume total responsibility for the use of Gaggle Services and use these Services at your own risk. Gaggle exercises no control over and has no responsibility whatsoever for actions taken on the internet, and Gaggle expressly disclaims any responsibility for such actions. You acknowledge to Gaggle, and for Gaggle's benefit and the benefit of its directors, employees, licensors, and agents, that the Services may contain bugs and are not designed or intended for use in mission-critical environments requiring fail-safe performance.

15.NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be construed to create any third-party beneficiaries, nor shall it confer any rights or claims upon any third party against either party to this Agreement.

16.MESSAGE STORAGE, CONTENT STORAGE, AND OTHER LIMITATIONS

The amount of email and content storage available for each user is subject to limitations based on the terms specified in your Gaggle Contract. These limitations may vary depending on the specific plan or service level agreed upon.

17.COMMUNICATIONS

Except for any disclosure by you for technical support purposes or as specified in the Gaggle Privacy Policy, all communications from you will be considered non-confidential and non-proprietary. You agree that any and all comments, information, feedback, and ideas that you communicate to Gaggle will be deemed, at the time of the communication, the property of Gaggle, and Gaggle shall be entitled to full rights of ownership, including without limitation, unrestricted right to delete, use, or disclose such communication in any form, medium, or technology now known or later developed, and for any purpose, commercial or otherwise, without compensation to you. You are solely responsible for the content of your communications and their legality under all laws and regulations. You agree not to use Gaggle Services to distribute, link to, or solicit content that is defamatory, harassing, unlawful, libelous, harmful to minors, threatening, obscene, false, misleading, or infringing a third-party intellectual property or privacy rights.

18.MISCELLANEOUS

Gaggle provides Services to your organization to assist it in the protection of your students and your

organization. Gaggle shall undertake every commercially reasonable effort to update its Services to maximize the detection of unsafe, graphic, and/or obscene communications. Gaggle does not warrant, represent, and/or guarantee that all unsafe communications can or will be detected while monitoring your student communications or website content.

Your organization is responsible for reviewing all Gaggle communications and taking all reasonable and precautionary actions required by your organization to protect the interests of students, including, but not limited to, notifying applicable governmental agencies and/or bureaus, such as child protection services pursuant to the Family Educational Rights and Privacy Act (FERPA) and other applicable laws and regulations.

19. NOTICES

Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party's legal department, and primary point of contact; and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

20. INDEMNIFICATION

To the extent permitted by federal and state laws, Customer agrees to indemnify, defend, and hold harmless Gaggle from any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) any breach of this Agreement by Customer, (b) any gross negligence or willful misconduct by Customer, (c) Customer's violation of law, or (d) any third-party claims arising from Customer's use of the services provided by Gaggle, except to the extent that such claims arise from Gaggle's breach of contract, gross negligence, or willful misconduct.

To the extent permitted by federal and state laws, Gaggle agrees to indemnify, defend, and hold harmless Customer from any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) any breach of this Agreement by Gaggle, or (b) any gross negligence or willful misconduct by Gaggle in the performance of the services under this Agreement.

Notwithstanding the foregoing, Gaggle's indemnification obligations shall be limited to the extent that such claims or demands result from Customer's breach of contract, gross negligence, or willful misconduct. Gaggle shall have no indemnification obligation for damages resulting from the breach of contract, gross negligence, or willful misconduct of Customer, its officers, employees, agents, or assigns.

Gaggle shall not be liable for any third-party claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (a) any actions or omissions of third parties over which Gaggle has no control, or (b) any professional services provided by Gaggle in a competent and professional manner in accordance with industry standards.

21. TAXES

All fees set forth in this Agreement and any invoices shall include all applicable taxes, except for "Transaction Taxes," which Gaggle is required by law to invoice and collect from Customer. Transaction Taxes, if applicable, will be separately stated on the invoice and must be paid by Customer to Gaggle unless Customer provides an exemption certificate to Gaggle or the transaction is statutorily exempt from Transaction Taxes.

Gaggle shall be solely responsible for the timely remittance of all Transaction Taxes to the applicable governmental authority. Gaggle shall pay (without reimbursement by Customer) and shall hold Customer harmless against any penalties, interest, or additional taxes that may be levied or assessed as a result of Gaggle's failure to invoice or delay in paying any such taxes.

"Transaction Taxes" means sales and use taxes, value-added taxes, goods and services taxes, gross receipts taxes, and excise taxes, but excludes any tax on income, real or personal property taxes, or payroll taxes.

22. TRADEMARKS

The trademarks, service marks, logos, slogans, and product designations of Gaggle ("Trademarks") are the exclusive property of Gaggle.Net, Inc., and/or their respective owners. You do not have any right to use these Trademarks. Nothing in the Gaggle Services grants you a license or any other right, whether by implication, waiver, estoppel, or otherwise, to use any of the Trademarks, except with the prior written consent of Gaggle or the respective owner.

23. ACKNOWLEDGMENT OF OWNERSHIP RIGHTS AND DISCLOSURE OF DELIVERABLES

Gaggle retains full ownership of all rights, title, and interest worldwide, in and to: (i) any intellectual property or related rights owned or licensed by Gaggle and used in the provision of its services under this Agreement, including Gaggle's Confidential Information; and (ii) any frameworks, methodologies, processes, inventions, analytical tools, and industry data or insights developed or utilized by Gaggle in providing such services, along with all associated intellectual property rights (collectively, "Gaggle IP"). The Customer acknowledges that no ownership rights are transferred to it under this Agreement.

24. FORCE MAJEURE

Except for payment obligations already due and owing, any delay or failure in performance by a party under this Agreement will not be considered a breach and will be excused to the extent caused by events beyond the reasonable control of the affected party. The affected party must promptly notify the other party of the force majeure event, use its reasonable commercial efforts to promptly correct such failure or delay in performance, and resume performance as soon as practicable once the event has subsided. If the event continues for thirty (30) days or more, the non-affected party may terminate this Agreement immediately by providing written notice to the non-performing party. Events beyond a party's reasonable control include, without limitation, acts and omissions of that party's service providers.

If Customer terminates the Agreement due to force majeure, Gaggle shall refund any pre-paid fees for the terminated services, covering the period after the effective termination date. Gaggle shall also make commercially reasonable efforts to provide Customer with access to the Services for retrieving User Data. In all other instances of delay or failure under this Section, where Customer does not or cannot terminate the Agreement, Customer shall not be entitled to any service credit or refund.

25. USE OF INDEPENDENT CONTRACTORS

In providing services under this Agreement, Gaggle reserves the right to engage independent contractors, subcontractors, or other third parties (collectively, "Independent Contractors") as deemed necessary to fulfill the obligations of this Agreement. Gaggle shall remain fully responsible for the performance of all services provided, regardless of whether they are performed directly by Gaggle or by Independent Contractors.

The engagement of Independent Contractors will not alter or diminish any warranties, representations, or obligations set forth in this Agreement. Gaggle ensures that all Independent Contractors are qualified and capable of performing their assigned duties in accordance with the standards agreed upon in this Agreement.

This provision allows Gaggle to efficiently allocate resources and expertise to deliver the highest level of service while maintaining accountability for all aspects of service delivery.

26. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed to be severed and this Agreement shall remain in full force and effect with that provision severed or as modified by court order provided that said provision determined invalid does not substantially impair the intent or substance of this Agreement so that the

purposes of this Agreement are not fulfilled and the benefits to the parties hereto are not realized. If said provision does substantially impair the intent or substance, the parties shall attempt to agree on an amendment to this Agreement to address the changes necessary because of the court determination. If the parties are unsuccessful in negotiating an amendment, this Agreement shall terminate.

27. CHOICE OF LAW

This Agreement, and any actions arising out of or in connection with it, shall be governed by, construed, and enforced in accordance with the laws of the state or jurisdiction in which the Customer is established, without regard to its conflicts of law principles. Should Gaggle need to enforce the terms of this Agreement, Gaggle shall be entitled to any and all attorneys' fees and costs incurred, along with any damages to which it may be entitled.

28. VIOLATIONS

If you become aware of any violations of these Terms & Conditions, please report them to Gaggle's Customer Service department by calling 800-288-7750, emailing support@gaggle.net, or faxing 309-665-0171.

29. GENERAL QUESTIONS

For any questions regarding these Terms & Conditions, please contact Gaggle's Customer Service department at 800-288-7750, email support@gaggle.net, or fax 309-665-0171.

Service Level Agreement

This Service Level Agreement (“SLA”) is entered into by and between Gaggle.Net, Inc., a Delaware corporation with its principal office located at 5050 Quorum Drive, Suite 700, Dallas, TX 75254 (“Gaggle”), and the entity identified as the customer in the applicable Contract for Services (“Customer”). Gaggle and Customer are collectively referred to as the “Parties.” This SLA governs the provision of Gaggle Solutions (the “Services”) as specified in the applicable Gaggle invoice and Gaggle Contract. The Services described in this SLA, which may be purchased individually or collectively and without limitation, only apply to Customers who have purchased those specific Services as outlined in their agreement with Gaggle.

This Service Level Agreement (SLA) sets forth the mutual understanding and expectations regarding Gaggle’s commitment to delivering the purchased Services with maximum performance and uptime. The fees, terms, and conditions applicable to the Services are additionally outlined in the corresponding Gaggle invoice, Gaggle Contract, Terms and Conditions, Student and Staff Data Privacy Notice, and Website Privacy Policy, all of which are incorporated by reference.

1. Descriptions of Services

Safety Solutions on School-Provided Technology

Gaggle provides comprehensive safety monitoring for students across district-issued devices and accounts, identifying students in crisis through advanced monitoring and alerting systems. At the core is a sophisticated machine learning model that analyzes student-generated content for keywords, tone, context, and sentiment, with human review to ensure accuracy. The system adapts to evolving student communication styles and addresses a broad range of risks, including self-harm, bullying, suicide, abuse, drugs, sexual content, and more. Gaggle also features a Quarantine function that removes sexually explicit material involving minors and all pornography from district Google Drive and Microsoft OneDrive accounts. This protects students by removing access to harmful content and shields districts from liability. Gaggle’s cloud-based, device-agnostic solution requires no additional hardware and offers protection whenever students log into their district accounts.

Safety Management

Gaggle shall monitor email, message communications, documents, and other file types subject to certain file size limitations within third-party services including, but not limited to, those from Google Inc. and Microsoft Corporation.

Gaggle shall not make Safety Management available to Customers until they have provided Gaggle with designated emergency contact information. "Designated emergency contact" means the individual(s) designated by you to receive and act upon Gaggle notifications. If applicable, the Customer must also provide access to student information system (SIS) data.

If there is a change in any designated emergency contact and/or emergency contact information, you must immediately make the appropriate changes to the affected user profile in the Gaggle Portal, and notify Gaggle of all applicable changes. Your failure to update and notify Gaggle of any changes to the designated emergency contact information will result in the delay or inability of Gaggle to properly send notifications to your organization.

The appropriate Gaggle incident response rubric will be shared with designated emergency contacts upon assignment and remains available upon request at any time. As the safety landscape evolves, the rubric is periodically reviewed and updated.

Web Activity Monitor (WAM)

Gaggle's Web Browser Extensions are an additional safety layer. The extensions monitor student activity on school-provided devices or, in certain optional cases, when students log in via their school-issued accounts on non-school computers. The extension is a lightweight add-on that does not interfere with or block activity on the device. The extension monitors content entered into the browser. This includes internet searches, text entered into emails, forms, social media sites, chat boxes, websites, geolocation, and more. Customers will receive a screen capture from the student browser for user-created incidents. Activity that indicates bullying, suicide ideation, self-harm, and/or threats of violence will result in email notifications and immediate emergency phone calls when warranted.

Web Filter

Web Filter monitors and blocks access to inappropriate websites and content based on predefined policies set by the Customer. Customers can customize policies to align with their specific needs and guidelines, ensuring a safe and appropriate online environment for students.

After Hours

Gaggle Safety Team Members will alert designated local authorities, who can then determine the appropriate course of action to help ensure student well-being. Possible Student Situation (PSS) incidents occurring after hours, overnight, and on weekends will be handled by the Gaggle Safety Team. Gaggle will reach out to local authorities or social workers to perform a wellness check.

Gaggle will pull data from the district's Student Information System (SIS) so that we can provide the relevant information to authorities. Files with the student data will need to be uploaded daily via a file transfer (sFTP) for each group.

SpeakUp for Safety Tipline

Gaggle SpeakUp for Safety Tip Line is a one-way, anonymous reporting tool that empowers students, staff, and parents to report safety concerns confidentially. This service fosters a culture of safety by addressing issues such as bullying, threats, suicidal ideation, self-harm, and other risks to student well-being.

Gaggle's Safety Team monitors submissions 24/7/365, filtering non-actionable tips and notifying designated district staff of concerns via email for non-emergencies. In urgent situations, the team contacts school officials directly and can initiate wellness checks if necessary.

The service includes an automated acknowledgment of submitted tips, a dedicated phone number for text and call reports and regular reminders to students about the tip line.

Student Information System (SIS) Integration

Gaggle's Student Information System (SIS) integration services streamline the process of syncing critical student data with Gaggle's safety solutions. By integrating with a district's SIS, Gaggle can access up-to-date student records, such as contact information, grade levels, and school assignments, to enhance the accuracy and efficiency of incident response. This integration ensures that alerts and notifications are directed to the appropriate personnel and that any necessary follow-up, such as wellness checks, includes accurate and relevant student details. The value of this integration lies in its ability to improve response times, reduce manual data management, and provide contextually rich information to school administrators and emergency contacts. This enables more informed decisions and better support for student safety and well-being. Gaggle only shares information necessary to initiate a wellness check, such as student and guardian contact information.

Safety Net

Gaggle's Safety Net service provides additional support to ensure that students receive the attention they need following a concerning alert. Safety Net steps in by having Gaggle's counselors follow up with students three days after an alert is triggered. Using messaging tools like SMS text, web chat, Google Chat, or Microsoft Teams, Gaggle's counselors reach out to offer support and ensure that critical situations are addressed. Weekly updates are provided to keep school teams informed on which students need further assistance and which are doing well. While designated emergency contacts still handle the primary alerts, Safety Net acts as an extra layer of support.

Applicable Safety Solutions Subscription Services May Include but are not limited to:

- Automated analysis of student-generated content on school-issued accounts and devices, with human review to identify potential risks such as self-harm, bullying, violence, drug use, and explicit content.
- Real-time alerts sent to designated emergency contacts for urgent concerns, with immediate escalation to law enforcement when warranted.
- Identification and removal of sexually explicit material and other harmful content from district cloud storage (e.g., Google Drive, Microsoft OneDrive).
- Monitoring of student web activity via browser extensions, capturing search queries, online interactions, and user-created incidents.
- 24/7 monitoring of safety tips submitted by students, staff, and parents, with appropriate filtering and escalation.
- Wellness checks and emergency outreach facilitated in partnership with local authorities for critical incidents occurring outside school hours.
- Secure data integration to enhance accuracy and efficiency in incident response.

Gaggle's solutions are cloud-based and device-agnostic, ensuring continuous protection whenever students use their school-provided accounts.

Billing and Subscription Information

- The Customer agrees to the standardized subscription rate for Gaggle's Safety Management Services, as outlined in the Gaggle invoice.

- Subscription fees may be supplemented by grants, district funding, or third-party resources.
- Service activation requires an initial subscription payment, with renewal terms as specified in the agreement.
- The subscription term begins with the Service Start Date.

Mutual Obligations

Customer Agrees To:

- Maintain confidentiality of all student safety alerts and reports in accordance with applicable privacy laws and policies.
- Provide accurate and up-to-date designated emergency contact information in the Gaggle Portal.
- Secure appropriate parental consent where necessary for the monitoring of student accounts and communications.
- Ensure school personnel take appropriate action upon receiving alerts from Gaggle's Safety Management system.
- Provide a minimum of 30 days' notice for contract termination to allow for proper transition planning.

Gaggle Agrees To:

- Provide continuous 24/7/365 monitoring of student activity on district-provided technology.
- Notify designated emergency contacts promptly regarding student safety concerns.
- Ensure all activities, including monitoring and alerting procedures, comply with state and federal privacy laws (e.g., FERPA, COPPA).
- Provide school districts with a secure Reporting Dashboard to track incidents and trends.
- Maintain professional liability coverage and data security measures to protect student information.
- In cases where a student is at immediate risk of harm (e.g., self-harm, violence), Gaggle will initiate emergency protocols, which may include contacting district personnel, emergency responders, or designated local authorities.

- Continuously update machine learning models and incident response protocols to reflect evolving student communication patterns and emerging risks.

Gaggle is committed to supporting schools in maintaining a safe and secure digital environment for students while ensuring compliance with all applicable privacy regulations.

Mental Health Services

Gaggle's mental health services provide accessible, professional support to help students and staff address underlying challenges and build resilience, creating pathways to long-term well-being. They also provide students with instant, 24/7 access to support when they need it most, fostering a sense of connection and security.

Gaggle Therapy

Gaggle shall provide outpatient individual and group and family tele-therapy or coaching sessions to address a variety of experiences, symptoms, and disorders. Students will participate in ongoing video sessions for a duration determined by the provider. Sessions will be scheduled at convenient times for students, including evenings and weekends.

All Gaggle Therapy Services and activities comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Family Educational Rights and Privacy Act (FERPA).

Applicable Therapy Services May Include but are not limited to:

- Video conference mental health therapy and coaching services, consultation, collaboration with school staff, documentation and planning, parent contact, and service coordination.
- Assessments, e.g., pre- and post-assessments and intervention services; initial and biennial assessments. Additional assessments will be administered where outlined in the student's assessment plan.
- Review of Records / Parent & Teacher Interviews, e.g., a cumulative file review for a student, including medical, educational, and social development histories, plus current parent and teacher interviews. All such services are billed at the same rate as clinical sessions, as a Coordinated Care session.

This Agreement also governs Customer's use of Licensed Mental Health professionals to provide Services.

Billing and Retainer Information

- The Customer agrees with the standardized hourly rate for Gaggle Mental Health Services.
- Cost for services may be supplemented by Medicaid, Private Insurance, Grants, or other third-party funding.
- The Customer agrees to secure Gaggle Mental Health Services with an initial retainer, outlined in the Gaggle Invoice. The parties recognize that the retainer billing may vary over the term of the contract, and an additional retainer may need to be secured to continue services for students.
- Retainer expires 12 months from Service Start Date. In the event of an unused retainer amount, that amount can be extended for an additional 12 months.
- If the full contract value is not utilized within the first 12 months and the remaining retainer is carried over to the following 12 months, a 10% Therapist Retention Fee will be applied to the unused retainer amount.
- For Grant Funded Retainers, if 40% of the retainer is not used by the end of the 12-month term, a 10% Therapist Retention Fee will be charged to the remaining retainer balance.
- The retainer is due and payable upon receipt of the invoice. Invoices outstanding for over 60 days are subject to a 1% per month late payment penalty.
- Client No-Show is an Unplanned Client Absence. If the Client cancels a session with less than 24 hours advance notice or the session does not occur due to a Client absence ("Unplanned Student Absence"), the Customer agrees to pay Gaggle the applicable Rate to cover a portion of the scheduled session.
- Pricing described in this contract may be reviewed and adjusted annually to reflect changes in the Producer Price Index published by the United States Bureau of Labor Statistics.
- Customers who choose not to use the retainer model pricing will incur a 5% service fee.

Mutual Obligations

Customer agrees To:

- To maintain the confidentiality of professional reports as required by state law or professional standards.

- To provide any necessary information for each student referred to Gaggle Mental Health Services.
- To secure informed consent from students and families prior to referring students to Gaggle Mental Health Services.
- To provide a suitable, legally-compliant area to administer mental health services if a student is otherwise unable to secure a private or appropriate location.
- To provide a minimum of 30 days' notice if canceling services to ensure sufficient time for transitioning clients who are currently receiving services.

Gaggle Therapy agrees to:

- To provide licensed mental health professionals that may include counselors, therapists or therapist associates under clinical supervision that have passed a background check and screening in accordance with applicable state law.
- Mental Health providers licensed in other states may also be used, and such licenses shall be provided, upon request, to the Customer.
- To provide the school district with account statements reflecting the services provided and the current retainer balance.
- To ensure all providers are covered by professional liability insurance and maintain bodily injury coverage.
- To provide access to the district Reporting Dashboard for monitoring the progress of clients.
- To maintain the confidentiality of student records as required by FERPA and applicable state law or professional standards and to honor any previously signed Data Privacy Agreement and Student & Staff Data Privacy Notice.
- In the event a client presents as suicidal, homicidal, or other behaviors that would cause the client or any other person immediate danger of harm, the provider will ask the client to speak to parent/guardian (in-home session) or district personnel (in- school session) located nearest to the client's current location. If they cannot or will not comply, the provider will contact their local police/EMS dispatch and make every effort to keep the client engaged when emergency personnel arrive.
- If a provider has concerns regarding the welfare of a client, the provider will contact the appropriate authorities in the state where the client resides.

- To maintain the confidentiality of student and staff safety management information as outlined in our Student & Staff Data Privacy Notice.
- To maintain the confidentiality of student and staff Gaggle therapy information.

ReachOut and ReachOut Proactive

Gaggle will provide crisis response and de-escalation for students 24x7 via call, text, web chat, Google Chat, or Microsoft Teams. Gaggle will provide each customer with a specific local number to connect with a ReachOut crisis counselor. ReachOut is staffed with trained crisis counselors to address youth crisis situations. ReachOut can include proactive check-ins with students. Crisis response will involve local authorities if a student is deemed to be in a harmful and imminent situation. ReachOut is designed for in-the-moment response and not to be used as ongoing therapy or counseling services.

Applicable ReachOut and ReachOut Pro Subscription Services May Include but are not limited to:

- Crisis response via call, text, or web chat, providing active listening and de-escalation for students 24x7. Crisis response will involve local authorities if a student is deemed to be in a harmful and imminent situation.
- Collect as much relevant information from the student related to the situation, such as name, location, school, and involved parties to pass along to district partners and/or local authorities in efforts to provide additional support to the students using ReachOut.
- Follow up with customers and/or local authorities on student conversations based on the severity of the specific situation and include any relevant data collected.
- Provide reports to customers detailing the volume and details of the held conversations.
- Proactive communication with students as well-being check-ins and/or reminders of service.

Billing and Subscription Information

- The Customer agrees to the standardized subscription rate for Gaggle's ReachOut and ReachOut Pro Services, as outlined in the Gaggle invoice.
- Subscription fees may be supplemented by grants, district funding, or third-party resources.

- Service activation requires an initial subscription payment, with renewal terms as specified in the agreement.
- The subscription term begins with the Service Start Date.

Mutual Obligations

Customer Agrees To :

- To provide Gaggle with appropriate contact information for local authorities and local resources to refer students who need additional support.
- To promote the ReachOut services to the district by regularly advertising the provided number and web chat widget.
- To maintain the web chat widget on a district website accessible to students.
- Gaggle ReachOut and ReachOut Pro are not to be used for ongoing therapy or counseling services.
- Enable appropriate communication tools to allow proactive contact with students.

Gaggle Agrees To:

- To provide 24/7 access to communication with trained crisis counselors via call, text, or chat.
- Ensure that all crisis counselors have been adequately trained in de-escalation techniques and have passed a background check and screening in accordance with applicable state law.
- To provide a specific local number for the customer that can be used for both calling or texting to connect to a trained crisis counselor.
- To provide materials to promote the crisis number to their school community.
- To provide a regular report and summary of communications received through the system.
- To maintain the confidentiality of student records as required by FERPA, state law or professional standards, and to honor any previously signed Data Privacy Agreement.

- To maintain the confidentiality of student and staff safety management information as outlined in our Privacy Policy.
- To maintain confidentiality of student and staff information.

Archiving Solutions for School Data Compliance and Security

Gaggle's archiving and backup services provide secure, cloud-based storage for critical school data, ensuring long-term retention, compliance, and easy access. Archive focuses on preserving important records for legal and regulatory requirements, while Backup enables quick recovery in case of accidental loss or system failure. These services eliminate reliance on on-premises hardware, offering a scalable and efficient data management solution.

Archiving Services

Gaggle shall retain and securely store Customer email messages up to 50 megabytes (MB) in size and cloud-based (Drive) files up to 300 megabytes (MB) in size.

This service includes:

- Full-text indexing for easy retrieval of archived content.
- Tiered administrator access permissions to control data visibility and security.
- Granular litigation management tools for legal and compliance needs.
- Audit logs tracking access and activity for transparency.
- Policy-based data retention ensuring compliance with regulatory and district-specific requirements.
- Advanced search, data recovery, and export options for streamlined data management.

Upon request, for an additional charge, all email content and cloud-based files archived by Gaggle may be delivered to the Customer.

Applicable Archiving and Backup Subscription Services May Include but Are Not Limited To:

- Secure, long-term retention of email communications and cloud-based documents.
- Full-text search and advanced filtering to locate archived content quickly.

- Litigation hold and legal discovery tools to meet compliance requirements.
- Automated backup and recovery to prevent data loss.
- Integration with district data retention policies for seamless compliance.

Billing and Subscription Information

- The Customer agrees to the standardized subscription rate for Gaggle's Archiving and Backup Services, as outlined in the Gaggle invoice.
- Subscription fees may be supplemented by district funding, grants, or third-party resources.
- Service activation requires an initial subscription payment, with renewal terms specified in the agreement.
- The subscription term begins with the Service Start Date.

Mutual Obligations

Customer Agrees To:

- Maintain confidentiality of all archived data in accordance with applicable privacy laws and policies.
- Ensure compliance with district data retention policies when utilizing Gaggle's Archiving services.
- Secure appropriate access controls and permissions for designated personnel managing archived data.
- Provide a minimum of 30 days' notice for contract termination to allow for proper transition planning.

Gaggle Agrees To:

- Provide secure, cloud-based archiving and backup solutions with continuous availability.
- Ensure all archiving and backup processes comply with state and federal privacy laws (e.g., FERPA, COPPA).
- Offer administrator access controls, search functionality, and data recovery tools.

- Maintain audit logs to track access and modifications to archived data.
- Deliver archived data upon Customer request, subject to additional fees where applicable.

2. Service Standards

Gaggle shall regularly maintain and update, as needed, all Services. General maintenance typically shall not result in an interruption of Services (Downtime) except for Scheduled Downtime or Emergency Downtime, which is outside the control of Gaggle.

Gaggle guarantees that its Services shall be available 99.5% of the time in a given month, excluding Scheduled Downtime for maintenance and Emergency Downtime. Downtime exists when a particular Customer is unable to send or receive data from Gaggle servers, and the failure is resolvable by Gaggle, and such failure has been clearly and fully communicated in writing to the Gaggle technical support team. Downtime shall be applicable until the server is able to send and receive data, as confirmed by Gaggle's monitoring systems. Maintenance and updates to Services, which may require an interruption of Services, shall be scheduled by Gaggle through notice to Customer of the Scheduled Downtime. Gaggle shall undertake commercially reasonable efforts to arrange Scheduled Downtime for maintenance and updates to be performed during off-peak hours.

When third-party applications are used within Gaggle Services, Gaggle does not have control over these applications. Downtime of these applications is specifically excluded from this SLA.

Gaggle will fulfill its obligations and deliver services in accordance with the service-specific response rubric provided to and reviewed with the customer. This rubric defines the expected incident response actions corresponding to each incident severity level. Gaggle reserves the right to update the rubric at any time to ensure it remains aligned with evolving best practices and the specific needs of the customer.

3. Limitations

This SLA and any applicable Services do not apply to any of the following:

Issues that are due to factors outside of Gaggle's control include but are not limited to, natural acts of God, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third-party services, virus attacks or hackers, failure of third-party software, or inability to obtain raw materials, supplies, or power used in or equipment needed for the provision of this SLA.

Interruptions that result from Customer and/or third-party hardware or software and that are not within the primary control of Gaggle.

Issues that result from outages between Gaggle's Internet Service Provider and Gaggle servers.

Interruptions relating to Domain Name Server ("DNS") issues outside the control of Gaggle, including DNS propagation or any delays in the registration or transfer of domain names and browser or DNS caching that may make Customer Site appear inaccessible when others can still access Customer Site.

Scheduled Downtime, including upgrades and Emergency Downtime, as described in Section 2.

Customer acts or omissions (or acts or omissions of others engaged or authorized by Customer) including, without limitation, custom scripting or coding and any unauthorized, unlawful email practices.

Issues due to any negligence, willful misconduct, or use of the Services in breach of this SLA, Terms and Conditions, and other related documents.

4. Duration

This SLA shall commence on the Service Start (Commencement) Date and end on the earlier of the Service End (Expiration) Date or at the time of termination in accordance with Section 7.

5. Roles and Responsibilities

The Services under this SLA are provided to Customer pursuant to Tiered Administrator Access Permissions, which Customer will select and assign to its users based on the access and security needs of the Customer's organization. Users shall only be allowed to access and utilize the Services based on the designated Administrator Access Permission. The Customer is responsible for communicating all usernames and passwords to its users. The Customer shall control all Customer Tiered Administrator Access Permissions and any changes to those Permissions.

Use of accounts shall be limited to those individuals granted access by the Customer, who is solely responsible for the assignment of accounts and the enforcement of user access security. Gaggle shall use commercially reasonable efforts to advise Customer in identifying any known security breach, but Gaggle shall not be liable to Customer or any user for any inability, failure, or mistake in connection with such assistance. The Customer is responsible, at its own cost and expense, for maintaining all Customer (Client) Software and Hardware Configurations recommended by Gaggle, which may be updated from time to time. The Customer shall report to Gaggle any changes to its Customer (Client) Software and Hardware Configurations.

The Customer shall be responsible for monitoring and reporting any problems with its Customer (Client) Software and Hardware Configurations to Gaggle in written or digital format. All Gaggle Services shall only be used in a manner consistent with the appropriate uses associated with the operations and functions of Customer's organization and shall not be contrary to public policy, the law, and commercially acceptable online etiquette. Failure to comply with these limitations may result in Gaggle suspending or terminating the Services of the violating user or all Customer accounts without notice. Gaggle maintains a ticket system to manage all Customer issues. Gaggle provides customer service between the hours of 6:00 AM and 7:00 PM CT, Monday through Friday.

Customers can reach our Customer Service team by email (support@gaggle.net), telephone (800-288-7750), or by accessing a live chat feature within the Gaggle interface and on the [Gaggle website](#). After-hours support is provided through a monitored email account at support@gaggle.net. Gaggle provides additional technical support twenty-four (24) hours per day, seven (7) days per week. Response time commitments are made based on the severity of the issue, ranging from six (6) hours for critical issues to twenty-four (24) hours for informational requests.

6. SLA Claim

If Customer believes Gaggle is in violation of this SLA, Customer should send an email to Gaggle at support@gaggle.net indicating the day(s) and time(s) in which the unavailability of Services occurred. Gaggle will review each claim and respond to the sender of the email within one (1) full business day.

7. Termination

Gaggle may also terminate or suspend any and all Services immediately, without prior notice or liability, if Customer breaches any conditions set forth in this SLA or in the Terms and Conditions the Customer accepted by clicking the Accept button prior to accessing Gaggle Services. Gaggle can, at any time, modify or discontinue any of its Services without liability to any user or third party.

8. Notifications

Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party's legal department, and primary point of contact; and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

9. Assignment

Neither party may assign or transfer any part of this SLA without the written consent of the other party, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and

(b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

10. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed to be severed and this Agreement shall remain in full force and effect with that provision severed or as modified by court order provided that said provision determined invalid does not substantially impair the intent or substance of this Agreement so that the purposes of this Agreement are not fulfilled and the benefits to the parties hereto are not realized. If said provision does substantially impair the intent or substance, the parties shall attempt to agree on an amendment to this Agreement to address the changes necessary because of the court determination. If the parties are unsuccessful in negotiating an amendment, this Agreement shall terminate.

Student and Staff Privacy Notice

Gaggle.Net, Inc. (Gaggle) has been working with K-12 schools and school districts since 1998 and has always maintained clear terms regarding how we treat student and staff data. We reinforce our commitment through participation in a pledge created by the Future of Privacy Forum (FPF) and the Software & Information Industry Association (SIIA) to advance data privacy protection regarding the collection, maintenance, and use of personal information.

We will:

- Safeguard the privacy of student and staff information.
- Ensure that the only authorized channel for private student or staff information is through the school district.
- Not sell or rent student or staff information.
- Not behaviorally target advertising or show advertising to any user.
- Use data for authorized education purposes only.
- Enforce strict limits on data retention.
- Support parental access to and correction of errors in their children's information.
- Provide comprehensive security standards.
- Be transparent about the collection and use of data.

Definition of Data

Data includes all personally identifiable information (PII), or material or information that is linked to PII, and other non-public information. Data includes, but is not limited to, student data, staff data, metadata, and user content. See the Data Collection section for specific data types.

Scope of Policy

This Policy describes the types of information we may collect or that you may provide when registering with, accessing, or using Gaggle solutions. This Policy does not apply to information we collect offline or on Gaggle websites (such as our [company website](#)) or to information that you may provide to, or is collected by third parties.

Purpose of Data Collection and Ownership

We consider all school and district data to be confidential and do not use such data for any purpose other than to provide services on your behalf and as outlined in your service level agreement or contract. Student data is the property of the school or district and remains in the school or district's control throughout the duration of any agreement/contract.

Role of School and School Officials

Although this Policy will focus mainly on what we do, and what we confirm we will not do, with student and staff data, we believe that schools and school officials are critical partners in our collective efforts to protect and ensure only appropriate use of student-related information entrusted to them and us. In that regard, schools and school officials using Gaggle solutions should be mindful that in granting or allowing access to Gaggle solutions, they are controlling who has access to student and staff information. When we reference "granting or allowing access," we are referring to both intentional actions, such as an administrator authorizing a Gaggle account for a teacher, as well as unintentional actions and consequences that may flow from, for example, a school's failure to maintain sufficient data governance or security practices.

In cases where the Family Educational Rights and Privacy Act (FERPA) applies, or other applicable state student record laws, access to certain student information remains the legal responsibility of the applicable school. In all situations, it is incumbent upon our customers to make an affirmative determination before furnishing access to anyone that the party has a legitimate need for access to Gaggle Solutions and the sensitive information that may be accessible to that party through Gaggle Solutions.

Information About Students

FERPA and Education Records

Although FERPA was enacted decades ago, and certainly well before internet-based services became ubiquitous in academic settings, one of its core tenets was and remains the protection of the privacy of PII in students' education records. As defined in FERPA, "education records" are "those records, files, documents, and other materials which (i) contain information directly related to a student; and

(ii) are maintained by an educational agency or institution or by a person acting for such agency or institution.” PII from education records includes information such as a student’s name or identification number, which can be used to distinguish or trace an individual’s identity, either directly or indirectly, through linkages with other information.

FERPA requires that educational institutions and agencies that receive certain federal funds (for example, public schools) obtain prior consent from a parent or legal guardian before disclosing any education records regarding that student to a third party. Consequently, before you enter, upload, or access any data concerning a minor student, you must confirm that your agency or institution has (1) obtained appropriate consent from the parent or guardian of that student or (2) determined that one of the limited exceptions to the consent requirement applies.

Gaggle only uses PII from students’ education records to enable the use of Gaggle Solutions to promote school safety and the physical security of students. Unless a school official expressly instructs otherwise, we will not share or reuse PII from education records for any other purpose. While we think those statements are clear, **to avoid any doubt, we will not use student PII to target students or their families for advertising or marketing efforts or sell or rent rosters of student PII to third parties.**

FERPA (§ 99.31(a)(1)(i)(B)) permits schools to outsource institutional services or functions that involve the disclosure of education records to contractors, consultants, volunteers, or other third parties provided that the outside party: Performs an institutional service or function for which the agency or institution would otherwise use employees; Is under the direct control of the agency or institution with respect to the use and maintenance of education records; Is subject to the requirements in § 99.33(a) that the personally identifiable information (PII) from education records may be used only for the purposes for which the disclosure was made, e.g., to promote school safety and the physical security of students, and governing the redisclosure of PII from education records; and Meets the criteria specified in the school or local educational agency’s (LEA’s) annual notification of FERPA rights for being a school official with a legitimate educational interest in the education records. Here, Gaggle is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the educational institution would otherwise use its own employees; is under the direct control of the educational institution with respect to the use and maintenance of student data, and is using student data only for an authorized purpose and in furtherance of such legitimate educational interest.

COPPA and Children Under the Age of 13

The Children’s Online Privacy Protection Act (COPPA) is a federal law designed to protect the privacy of children under 13 years old.

Gaggle's services are in compliance with the Children's Online Privacy Protection Act of 1998. Gaggle Services participates in the iKeepSafe Safe Harbor program. If you have any questions or need to file a complaint related to our privacy policy and practices, please do not hesitate to contact the iKeepSafe Safe Harbor program at COPPAprivacy@ikeepsafe.org

1. Individual children are not allowed to sign up for any Gaggle solutions. **The only way a child may obtain access to a Gaggle solution is through their school.**
2. Each school is responsible for creating student accounts for any Gaggle solution. For example, schools may choose to list students' full names, grade levels, and ID numbers in the record for each user. Entering data in these fields is optional and is intended for administrative purposes only.
3. The schoolwide data collected by Gaggle is the school's address, grade levels, and other aggregate information about the school's internet connection, computers, and the likelihood of students having devices such as smartphones or tablets.

Disclosure and Retention of PII

Gaggle will not distribute to third parties any staff data or student data without the consent of either a parent/guardian or a qualified educational institution except in cases of **Possible Student Situations (PSS)**, which may be reported to law enforcement.

To protect your students, the school, or the district against the risks involved in handling sexually explicit content involving minors, **Gaggle registers incidents containing explicit videos and images of possible minors with the CyberTipline at the National Center for Missing and Exploited Children (NCMEC)**. It is NCMEC's mission to prevent the spread of these materials, as well as to prevent the sexual exploitation of children.

We may also disclose student or staff data to comply with a court order, law, or legal process (including a government or regulatory request), but before doing so, we will provide the applicable school with notice of the requirement so that, if the school so chooses, it could seek a protective order or another remedy. If, after providing that notice, we remain obligated to disclose the demanded student or staff data, we will disclose no more than that portion of data which, on the advice of our legal counsel, the order, law, or process specifically requires us to disclose.

If a third party purchases all or most of our ownership interests or assets, or we merge with another organization, it is possible that we would need to disclose data to the other organization following the transaction; for example, were we to integrate Gaggle with the other organization's product offerings. To the extent any such transaction would alter our practices relative to this Policy, we will give

schools or school districts notice of those changes and any choices they may have regarding student or staff data. Notwithstanding the foregoing, in the event of a merger, acquisition, or substantial transfer of assets, we will provide you with notice within thirty (30) days following the completion of such a transaction by posting on our homepage and by email to your email address that you provided to us. If you do not consent to the use of your information by such a successor company, subject to applicable law, you may request its deletion from the company.

Finally, although we outlined earlier in this Policy what constitutes student or staff data, we also want to be clear about what information is not student or staff data or PII. Once PII, whether relating to a school or district employee or student, has been de-identified, that information is no longer PII. PII may be de-identified through aggregation or various other means. The U.S. Department of Education has issued [guidance on de-identifying PII in education records](#). In order to allow us to proactively address customer needs, we anticipate using de-identified information to improve Gaggle solutions and services in accordance with FERPA. That said, we would use reasonable de-identification approaches to ensure that, in doing so, we are not compromising the privacy or security of the PII you entrust to us. **We will not attempt to re-identify de-identified data and will not transfer de-identified data to any party unless that party agrees not to attempt re-identification.**

Data Security and Protection of Data, Including PII

We have implemented measures designed to secure PII from accidental loss and unauthorized access, use, alteration, and disclosure. Among other things, PII is encrypted in transit to and from Gaggle using TLS technology. In addition, all PII is stored in multiple databases with extensive redundancy and failover maintained at data centers located in two geographically dispersed states, consistent with guidance from the U.S. Department of Education that storing sensitive education records within the United States is a "best practice." That said, unfortunately, the transmission of information via the internet is not completely secure and although we do our best to protect PII, neither we nor any other hosted service provider can guarantee the security of all personally identifiable information.

Data integrity and accuracy are achieved through strict restrictions on how data may be accessed and by whom. Audit logs are kept to be able to track data modification. Additional security measures are in place to prevent and identify data tampering. In the extremely rare case of a data breach, we will immediately notify all customers affected using the primary email address specified in their accounts. It is the responsibility of our customers to contact parents or legal guardians regarding a data breach.

Gaggle, undergoes rigorous annual audits to ensure data security and privacy. These include a SOC 2 Type 2 audit, demonstrating adherence to security, availability, and privacy standards with no reported deficiencies. Penetration testing proactively identifies and addresses system vulnerabilities.

Furthermore, iKeepSafe audits verify responsible handling of Personally Identifiable Information (PII), confirming no unauthorized access or data sales. These measures collectively highlight Gaggle's strong commitment to data protection.

Expiration of Agreement and Disposal of Data, Including PII

Upon the expiration or termination of any agreement/contract between a school or school district and Gaggle, we keep customer data for up to 30 days except in cases where state laws require a specific shorter or longer duration.

Any retained data will, of course, remain subject to the restrictions on disclosure and use outlined in this policy for as long as it resides with us.

Correction of Data

We only accept requests to change data from main contacts and administrators. Parents or legal guardians who request changes to student data should go through a school- or district-authorized main contact or administrator.

Focused Collection

- Gaggle does not collect biometric data.
- No sensitive data is intentionally collected.

Data Collection

- Types of Data we can collect: Student first and last name, Student Physical Address, Student ID, Parent/Guardian First and last name, Parent/Guardian Physical address, Parent/Guardian Phone/Mobile Number, Parent/Guardian Email Address. While Gaggle can collect this data if provided by the district, the student email is the only required data point for Gaggle Services to be enabled.
- The approximate location of a student will be collected through the Gaggle browser extension. This information will be included in incident alerts and will only be accessible to users with full access to Incident Workflow.
- Gaggle does not combine personally identifiable information except for data produced by the school or district.

- All data collected will be used solely for the stated purpose of ensuring student safety as required by the product. All data is used only for the purpose for which it was collected for product requirements to ensure student safety.
- No user personal information is acquired from third parties.
- The product does not provide any links to external websites.
- Third parties are not allowed to access user information.

Data Sharing

- No data is shared with unrelated third parties unless requested by a customer or as required by law.
- All data collected will be used solely for the stated purpose of ensuring student safety as required by the product.
- Data is never shared with unrelated third parties for research, although de-identified data is used to improve the product.

Data Storage

- While aggregate data is maintained, none is shared with unrelated third parties.
- **Third-Party Subprocessors**
 - **AWS (Amazon Web Services)** - for providing servers, databases and network infrastructure for storage, service delivery and other related services.
 - **CoreSite** - Physical Data Center that houses IT infrastructure for delivering applications and services. This location/Infrastructure is also used as a failsafe to provide 24/7 security and access control to our services.

Data Security

- User identity is not linked to other sources, except student information systems as provided by the school or district.
- Gaggle, along with its technology subprocessors AWS and CoreSite, perform yearly SOC 2 Type 2 audits. These audits verify the security, availability, and privacy of their services and systems, ensuring adherence to established trust principles. The annual nature of the audits highlights a

continuous commitment to maintaining robust security practices. This process aims to provide assurance to clients regarding the trustworthiness of Gaggle's data handling and infrastructure.

Data Rights

- Schools and districts operating in loco parentis control all student information and privacy settings.
- Users do not create or upload data on Gaggle but may do so via the platforms being monitored.
- Schools and districts may download data from the system.

Data Sold

- **No user data is ever sold or rented to third parties. As such, an opt out is unnecessary.**
- User information is never transferred to a third party.
- Data is not shared with third parties for research or product improvement.

Data Safety

- Users cannot communicate with untrusted users via Gaggle. No communication via Gaggle is enabled for Gaggle Safety Management.
- **Users do not create profiles on Gaggle, nor do they engage in social interactions in the safety management system.**
- No personal information is displayed publicly.
- All user-created data is content filtered and none is displayed publicly.
- All interactions between users, social or otherwise, and administrator activities are logged.
- Users can report abuse or cyberbullying either directly in content, via the SpeakUp for Safety tipline, or by contacting Customer Support.

Ads & Tracking

- No marketing messages are ever sent to end users.

- Gaggle does not engage in sweepstakes, contests, or surveys with end users.
- **Gaggle does not engage in contextual or behavioral marketing with students.**

Parental Consent

- Gaggle is only provided to schools and districts operating in loco parentis. Students are subject to the school's acceptable use policy.
- COPPA parental consent is provided via the school or district operating in **loco parentis**.
- Parental consent with respect to third parties does not apply as there are no third-party relationships and **consent is provided by the school or district**.
- Parental consent can be withdrawn via arrangements with the school or district.
- **Parental consent notice and submission methods are provided via the school or the district.**

School Purpose

- Gaggle is designed and built for K-12 students, schools, and districts but is not marketed to students.
- Gaggle does not publish or disclose directory information.

Changes to This Policy

We may update this Policy from time to time. If we make material changes, we will post the updated policy on this page (with a notice that the policy has been updated) and notify all customers within 30 days by email using the primary email address specified in their accounts.

Contact Information

You can, and should, ask questions about this Policy and our privacy practices. You should always feel free to contact us at:

Gaggle.net, Inc.
5050 Quorum Drive
Suite 700
Dallas, TX 75254
Phone: (800) 288-7750
Email: support@gaggle.net



Website Privacy Policy

Welcome to the company website of Gaggle.Net, Inc. (Gaggle).

This policy describes the types of information we may collect from you or that you may provide when you visit <http://www.gaggle.net> (the "Company Site") and our practices for collecting, using, maintaining, protecting, and disclosing that information. Please note: The information herein represents only the Company Site at <https://www.gaggle.net> and not Gaggle.Net, Inc. ("Gaggle") Solutions ("Services").

The Company Site is intended for a general audience. Although we may permit educators and parents to access Gaggle solutions through links provided on the Company Site, access to and use of Gaggle solutions is governed by separate agreements with customers and authorized users, including our [Student and Staff Data Privacy Notice](#), [Terms and Conditions](#), and [Service Level Agreement](#). In addition, this policy does not apply to information collected by us offline or through any other means or by any third party, including through application or content (including advertising) that may link to or be accessible from or on the Company Site.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use the Company Site. By accessing or using the Company Site, you agree to this privacy policy. This policy may change from time to time (see "Changes to this Privacy Policy"). Your continued use of the Company Site after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

Children Under the Age of 13 and Student Education Records

The Company Site is not intended for children under 13 years of age or for use in connection with student education records. We do not knowingly collect personal information from children under 13, or information that may comprise student education records, through the Company Site. If you are under 13, do not use or provide any information on the Company Site or on or through any of its features. In addition, regardless of age, you should never provide student education records on or through the Company Site. If we learn we have collected or received personal information from a child under 13 without verification of parental consent or any education records of a minor student through the Company Site, we will delete that information.

To learn more about our practices with respect to student information entered into Gaggle solutions, please refer to our [Student Data Privacy Notice](#).

Information We Collect About You and How We Collect It

We collect several types of information from, and about, users of the Company Site, including information:

- By which you may be personally identified, such as name, employer, job title, postal address, email address, state, country, and telephone number (“personal information”)
- About your internet connection (IP address, browser type, operating system, and browsing behavior), traffic data and location data (Log files, page interactions, and navigation patterns), and other data provided by tracking technologies (cookies and web beacons - see below for further details).

Tracking Technologies - Cookies & Web Beacons

The Company Site uses cookies and similar tracking technologies to enhance user experience, analyze site traffic, and personalize content. The types of cookies we deploy are:

- Essential Cookies: Required for website functionality
- Analytics Cookies: Used for site performance analysis (e.g., Google Analytics)
- Advertising & Third-Party Cookies: Used for marketing and retargeting

You may manage or disable cookies through your browser settings. However, restricting cookies may impact site functionality.

Web Beacons: Pages of our Company Site and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit us, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

Third-Party Use of Tracking Technologies

The Company Site works with third parties when you use the Company Site and to perform services on our behalf. We do not control these third parties’ tracking technologies or how they may be used. If you have any questions, you should contact the responsible provider directly.

- **Act-On** allows us to track the activity of anonymous and known prospects coming to the Company Site.
- **AddThis** is a social bookmarking service integrated into the Company Site through the use of a web widget to allow visitors to easily share content.
- **Disqus** is a networked community platform that allows the Company Site to gain a feature-rich comment system complete with social network integration, advanced administration and moderation options, and other extensive community functions.
- **Google Analytics** is a web analysis service provided by Google Inc. ("Google"). Google utilizes the data collected to track and examine the use of the Company Site, prepare reports on its activities, and share them with other Google services.
- **Service Cloud** is a customer service platform that allows the Company Site to create customer relationships that are meaningful, personal, and productive through the use of live chat.

How We Use Your Information

We use information that we collect about you, or that you provide to us while visiting the Company Site, including any personal information:

- To present the Company Site and its contents to you
- To provide you with information about solutions or services that you request from us or that may be relevant to you
- To fulfill any other purpose for which you provide it
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection
- To notify you about changes to the Company Site or any of our solutions or services
- In any other way that we may describe when you provide the information
- For any other purpose with your consent

Disclosure of Your Information

We may disclose aggregated information about our visitors to the Company Site, and information that

does not identify any individual, without restriction. Unless otherwise stated herein, we will not disclose to any third party personal information that we collect or that you provide unless you provide consent to do so. We may disclose your personal information:

- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of the Company's assets
- To comply with any court order, law, or legal process, including responding to any government or regulatory request
- To enforce or apply our Terms and Conditions, Service Level Agreement, or Student and Staff Data Privacy Notice.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of our company, our customers, or others

Choice/Opt Out

The Company Site gives users the following options for removing their information from our database to not receive future communications or to no longer receive our service:

- You can send an email to support@gaggle.net
- You can send mail to the following postal address: P.O. Box 735566, Dallas, TX 75373-5566
- You can call the following telephone number: 800-288-7750

Correcting and Updating Information

The Company Site gives users the following options for changing and modifying information previously provided:

- You can send an email to support@gaggle.net
- You can send mail to the following postal address: P.O. Box 735566, Dallas, TX 75373-5566
- You can call the following telephone number: 800-288-7750

Telephone Calls

Telephone calls to and from Gaggle may be recorded for training or monitoring purposes only.

Trademarks

All trademarks, service marks, trade names, logos, and graphics ("Marks") indicated on this site are registered trademarks of Gaggle, its affiliates, and/or licensors in the United States and other countries. You may not make any use of Gaggle Marks without the prior written consent of Gaggle.Net, Inc.

The company, solutions, and service names used on this website are for identification purposes only. All trademarks and registered trademarks are the properties of their respective owners.

Changes to This Policy

It is our policy to post any changes we make to our privacy policy on this page. If we make material changes to how we treat our users' personal information, we will notify you via a notice on the Company Site home page. The date the privacy policy was last revised is identified at the top of the page. You are responsible for periodically visiting the Company Site and this privacy policy to check for any changes.

Contact Information

You can, and should, ask questions about this policy and our privacy practices, or feel free to report complaints. You should always feel free to contact us at:

Gaggle.net, Inc.
5050 Quorum Drive
Suite 700
Dallas, TX 75254
Phone: (800) 288-7750
Email: support@gaggle.net



Why Gaggle?

Student safety and mental well-being is our sole focus.



Established 1999
protecting students
for 20+ years!



Mission Driven
(not VC/PE backed)



**~6 Million
students**
kept safe currently



**1,500 school
districts**
K-12 customers
protected



30+ member
safety team



**Multi-tier
human review**
alerts are meaningful



**37,000+
teletherapy
sessions**
delivered since 2021



**1.5 billion pieces
of student content**
analyzed since
2019 school year

6,905+ lives saved

since we started tracking during the 2018-2019 school year

According to our latest **Student Safety Report**



During 2023-2024 school year Gaggle analyzed more than **6.6 billion pieces** of student content and identified **484 suicide notes**.



99 elementary-aged student lives saved 2023-2024 (nearly double the amount of the prior school year)



The Gaggle Safety Team found **76% more suicide notes** written by elementary aged students compared to last school year.



Gaggle.Net, Inc.
PO Box 735566
Dallas, TX 75373-5566
800-288-7750
www.gaggle.net

Gaggle Quote

Norman Public Schools intends to implement and use the Gaggle services as outlined below:

Service Details

DESCRIPTION	NOTES	QUANTITY	UNIT PRICE	DISCOUNT	NET UNIT PRICE	NET TOTAL
Gaggle Safety Management - Google - Student	Email and Drive	8,600	\$7.00	\$2.50	\$4.50	\$38,700.00
Learn More: https://www.gaggle.net/safety-management						
Gaggle Safety Management - Canvas LMS - Student		8,600	\$2.00	\$1.25	\$0.75	\$6,450.00
Learn More: https://www.gaggle.net/safety-management						
Gaggle Safety Management - Google Hangouts - Student		4,550	\$3.00	\$1.00	\$2.00	\$9,100.00
Learn More: https://www.gaggle.net/safety-management						
Gaggle Safety Management - SIS Integration	Infinite Campus	1	\$0.00	\$0.00	\$0.00	\$0.00
Learn More: https://6210449.fs1.hubspotusercontent-na1.net/hubfs/6210449/Product%20Documents/SIS%20Integration.pdf						
TOTAL:						\$54,250.00

PRICING TERM: 12 Month Annual

SERVICE TERM: 7/1/2025 - 6/30/2026

VALID THROUGH: 6/30/2026

ADDITIONAL INFO:

*Does not include any applicable sales tax.

Please send Purchase Orders to accounting@gaggle.net.

While this letter shall not constitute a legal binding license, it is an expression of the intent of both parties to work towards formalizing a legally binding agreement.

Upon the commencement of service; Gaggle's applicable Quote, Invoice, <http://www.gaggle.net/terms-conditions>, <http://www.gaggle.net/service-level-agreement>, <http://www.gaggle.net/privacy>, <http://www.gaggle.net/student-data-privacy-notice> along with future engagements and renewals of service; are hereby acknowledged and incorporated by reference.

Quote Number: Q-122497

Schedule No. 2003768124 dated as of April 24, 2024, to Master Lease Purchase Agreement dated as of April 24, 2024

This Schedule No. 2003768124 (this "Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated as of April 24, 2024 ("Master Lease") and is effective as of April 25, 2024. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Lease.

Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes

EQUIPMENT LOCATION					
Equipment Location (Number and Street): <u>4100 N Flood Ave</u>					
City <u>Norman</u>	County	State <u>OK</u>		Zip Code <u>73069</u>	
EQUIPMENT INFORMATION					
Computer Hardware--See attached Exhibit 1.					
LEASE PAYMENT SCHEDULE					
Pmt #	Payment Date	Payment Amount	Interest	Principal	Outstanding Balance
Loan					\$5,768,000.00
1	05/24/2024	\$720,440.00	\$0.00	\$720,440.00	\$5,047,560.00
2	05/24/2025	\$720,440.00	\$0.00	\$720,440.00	\$4,327,120.00
3	04/01/2026	\$1,442,373.33	\$0.00	\$1,442,373.33	\$2,884,746.66
4	04/01/2027	\$1,442,373.33	\$0.00	\$1,442,373.33	\$1,442,373.33
5	04/01/2028	\$1,442,373.33	\$0.00	\$1,442,373.33	\$0.00
Totals		\$5,767,999.99	Rate 0.00%	\$5,767,999.99	


Lessee acknowledges that the discounted purchase price for the Lease is \$5,544,851.28 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 1.70% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

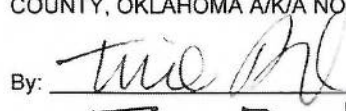
IMPORTANT: Read before signing. The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this written agreement may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

Commencement Date: September 20, 2024

Lessor: APPLE INC.

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

By: 
Name: Kimberly Bush
Title: Designated Signer
Date: 9/20/24

By: 
Name: Tina Floyd
Title: Board President
Date: 4-22-24

**EXHIBIT 1 – Equipment Information to Schedule No. 2003768124
under Master Lease Purchase Agreement dated as of April 24, 2024**

Item #	Details	Qty
1	13-inch MacBook Air: Apple M1 chip with 8-core CPU and 7-core GPU, 8GB, 128GB - Space Gray with 4-Year AppleCare+ for Schools (Packaged in a 5-pack) (No Service Fee) Part Number: DYS22LL/A 13-inch MacBook Air: Apple M1 chip with 8-core CPU and 7-core GPU, 8GB, 128GB - Space Gray (Packaged in a 5-pack) Part Number: MD01W0LL/A Quantity: 6400 4-Year AppleCare+ for Schools 13-inch MacBook Air (M1) (no service fees) Part Number: S02245LL/A Quantity: 6400	1280
2	Mosyle OneK12 for iOS, MacOS, and tvOS Subscription License (4 year) Part Number: HUXCM2LL/A	6400
3	APS MAC PACKAGE4 DEPLOY SERVICES-USA Part Number: QDQ42LL/A	6400

The above Equipment includes all attachments and accessories attached thereto and made a part thereof.

**ADDENDUM TO MASTER LEASE PURCHASE AGREEMENT
(Oklahoma School District)**

THIS ADDENDUM dated as of April 24, 2024 (this "Addendum") is made by and between APPLE INC. ("Lessor") and INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS ("Lessee") and modifies and supplements that certain Schedule No. 2003768124 (the "Schedule") to that certain Master Lease Purchase Agreement dated as of April 24, 2024, between Lessor and Lessee (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

1. Notwithstanding anything herein to the contrary set forth in the Master Agreement, the Schedule will terminate at the end of the current budget year of Lessee in effect at the Commencement Date and each subsequent budget year, unless Lessor and Lessee ratify the renewal thereof, and any such termination will be treated as an Event of Non-appropriation under the Master Agreement.

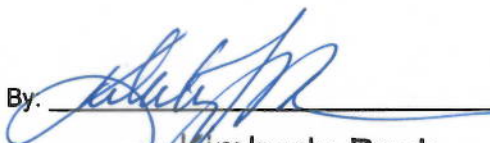
2. In addition to the representations, warranties and covenants of Lessee set forth in the Master Agreement, Lessee, as of the Commencement Date of the Schedule, represents, warrants and covenants for the benefit of Lessor that the legal name of Lessee is "INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS".

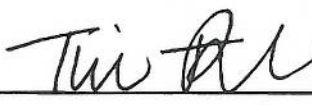
Except as specifically modified by this Addendum, all terms and conditions contained in the Master Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their authorized signatories, have executed this Addendum as of the date set forth above.

Lessor: APPLE INC.

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

By: 
Name: Kimberly Bush
Title: Designated Signer

By: 
Name: Tina Floyd
Title: Board President



ESSENTIAL USE CERTIFICATE

1. Has any of the equipment to be leased been delivered? ☒ YES ☐ NO
Is the equipment to be leased replacing any existing equipment? ☒ YES ☐ NO
If YES, how long has the existing equipment been in use?
☐ 1-3 years ☐ 4-5 years ☒ 6-7 years ☐ 7+ years

Why is the existing equipment being replaced? doesn't update

What will be done with the replaced equipment?

Sold

2. What grade levels, locations and departments will utilize the equipment to be leased?

☐ K-4 ☐ University ☐ Social Sciences
☐ 5-6 ☐ Math ☐ Computer Lab
☒ 7-8 ☐ Science ☐ Classroom: _____
☒ 9-12 ☐ Language Arts ☐ Other: _____

Who will be the principal users of the equipment? (Total of all users below equal 100%.)

☒ Students: 100 % ☐ Classified Faculty: _____ % ☐ Other: _____ %
☐ Certified Faculty: _____ % ☐ Administrative: _____ % ☐ Other: _____ %

What applications will the equipment be used for and what benefits will the equipment provide?
(Please be detailed.) _____

(Use additional pages if necessary.)

3. What is/are the sources of funding for repayment of the lease?

☐ General Fund ☒ Other Fund: Bond
☐ Grant Revenue (detail type of grant): _____ ☐ Other: _____

Are the funds for the payment(s) due in the first fiscal year of the lease appropriated and encumbered in the District's approved budget? ☒ YES ☐ NO

If NO, why are the funds not appropriated and encumbered in an approved budget?

4. Has the District's governing Board approved entering into the lease? ☒ YES ☐ NO

If YES, please provide a copy of Board Minutes or Resolution.

If NO, why is a Board approval not required, or when will the Board approve entering into the lease? _____

5. Has the School District ever non-appropriated funds? ☐ YES ☒ NO

If YES, please provide details regarding any non-appropriation: _____

Completed By: _____

Completed By: MM

Title: _____

Title: IS Specialist

Date: _____

Date: 5/2/24

INCUMBENCY CERTIFICATE

Schedule No. 2003768124 to Master Lease Purchase Agreement dated as of April 24, 2024

Being a knowledgeable and authorized agent of the Lessee, I hereby certify to Lessor that the person(s) who executed the Master Lease and this Schedule are legally authorized to do so on behalf of the Lessee and that the signatures that appear on the Master Lease and Schedule are genuine.

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

Signature: X Cathy Sasser

Printed Name/Title: X Cathy Sasser, Clerk of the Board

Date: X 4/22/2024

**INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER
OF THIS SCHEDULE AND RELATED DOCUMENTS. THIS MAY BE A BOARD
CLERK/SECRETARY, BOARD OR SUPERINTENDENT.)**

LEASE PAYMENT INSTRUCTIONS

Pursuant to the Master Lease Purchase Agreement dated as of April 24, 2024, and Schedule No. 2003768124 thereto (collectively the "Lease"), each between Apple, Inc. ("Lessor") and INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS ("Lessee"), Lessee hereby acknowledges the obligations to make the lease payments promptly when due in accordance with the Lease.

LESSEE NAME: INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY,
OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS

FEDERAL TAX ID #: EXM-10039153-03

INVOICE MAILING ADDRESS: 131 N Flood Ave, Norman, OK 73069

EQUIPMENT DELIVERY ADDRESS: 4100 N flood Ave, Norman 73069

Mail invoices to the attention of: Accounts Payable

Phone: 405-447-6557

Email: accountspayable@normanps.org

Accounts Payable Contact: Janine Warren

Phone: 405-447-6554

Email: Janiner@normanps.org

Do you have a Purchase Order No. that you would like included on the invoice?

No ☐ Yes ☒ PO# 70240047

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

Signature:

x

Tina Floyd

Printed Name/Title:

x

Tina Floyd Board President

Date:

x

4-22-24

ACCEPTANCE CERTIFICATE

Re: Schedule No. 2003768124 dated as of April 24, 2024 (the "Schedule"), to Master Lease Purchase Agreement dated as of April 24, 2024, each between Apple Inc., as Lessor, and INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS, as Lessee.

Apple Inc. is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part or all of the "Equipment" listed in the Schedule to the Master Lease Purchase Agreement referenced above. Receipt of this Acceptance Certificate allows Apple Inc. to commence the Lease and promptly pay Vendor(s) on behalf of Lessee. THIS ACCEPTANCE CERTIFICATE DOES NOT AFFECT LESSEE'S RIGHTS UNDER THE PURCHASE ORDER OR PRODUCT WARRANTY.

Payee Name: Apple Inc.

Description or Invoice #

\$ Amount

\$ _____

Lessee hereby certifies and represents to and agrees with Lessor as follows:

- (1) The Equipment described above has been delivered to Lessee or its service provider, which may include a third-party integrator, and is accepted by Lessee on the date hereof.
- (2) Lessee has verified, or caused its service provider to verify, the contents of the Equipment delivered and hereby acknowledges that it accepts the Equipment described above for the purpose of commencing the Lease.
- (3) Upon partial acceptance, any undistributed funds shall be set aside in an internal escrow account for the benefit of Lessee until the remaining Equipment has been accepted. The internal escrow account will be provided free of charge with the understanding that any interest earned shall be retained by Lessor in consideration of managing the internal escrow account. Lessee acknowledges that Lessor may commingle such funds with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.
- (4) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Lease.
- (5) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or Event of Non-appropriation (each as defined in the Master Lease) under any Lease exists at the date hereof.
- (6) Immediately upon delivery and acceptance of all the Equipment, Lessee will notify Lessor of Lessee's final acceptance of the Equipment by delivering to Lessor the "Final Acceptance Certificate" below.

PARTIAL ACCEPTANCE CERTIFICATE (Only a portion of Equipment Has Been Accepted)

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

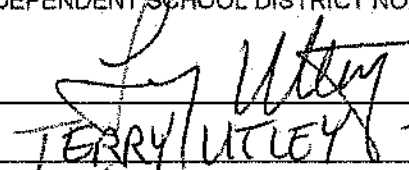
Signature: X _____

Printed Name/Title: X _____

Date: X _____

FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)

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

Signature: X  _____

Printed Name/Title: X TERRY LITLEY TECH MGR _____

Date: X 9/6/24 _____

PLEASE RETURN PAYMENT REQUEST TO:
APPLE INC. ~ 1000 South McCaslin Blvd., Superior, CO 80027

IRS FORM 8038-(G / GC) QUESTIONNAIRE AND ENGAGEMENT AGREEMENT
Schedule No. 2003768124 to Master Lease Purchase Agreement dated as of April 24, 2024

BANK QUALIFIED DESIGNATION

Lessee hereby represents and certifies the following (please check one):

Bank Qualified [if Bank Qualified, we will check the box on Line 39 of IRS Form 8038-G]

☐ Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year will not exceed \$10,000,000.]

Non-Bank Qualified [if Non-Bank Qualified, we will not check the box on Line 39 of IRS Form 8038-G]

☒ Check this box if Lessee has not designated this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code.

SCOPE OF ENGAGEMENT

Lessee hereby appoints Kutak Rock LLP ("Preparer") to prepare and file the attached Form 8038-G on behalf of Lessee. The information necessary to prepare the Form 8038-G is contained in the Lease and related documents, which documents constitute the entire agreement between Lessee and Lessor. Below is information to assist Preparer in completing the Form 8038-G. Lessee has reviewed or completed such information and will provide to Preparer any additional information requested by Preparer necessary to complete the Form 8038-G.

The attached Form 8038-G has been signed by a representative of Lessee duly authorized to sign the Form 8038-G. The undersigned is a duly appointed, qualified and acting representative of Lessee and is authorized to cause Lessee to make the certifications, representations and warranties contained herein by execution of this letter on behalf of Lessee.

Preparer is entitled to rely on the accuracy and completeness of the information set forth in the Lease or provided to Preparer by Lessee. Preparer is not responsible to make any audit or other verification of the information provided by Lessee, although Preparer may ask Lessee for clarification of some information.

Lessee has not engaged Preparer to provide any other services to Lessee; specifically, Lessee has not engaged Preparer to provide any legal services or tax advice other than the preparation and filing of the Form 8038-G, and except as indicated in the following sentence, Preparer has not been engaged to represent Lessee in connection with any questions, investigation or audit by the Internal Revenue Service. This engagement shall cease upon the filing of the Form 8038-G on behalf of the Lessee, except that Preparer shall assist in addressing inquiries relating to the Form 8038-G that may arise in connection with its initial processing by the Internal Revenue Service. This engagement does not create any attorney-client relationship between Lessee and Preparer other than the limited engagement with respect to the preparation and filing of the Form 8038-G.

Lessee understands that Preparer regularly represents Lessor and its affiliates and may represent Lessor and its affiliates in connection with the Lease, and Lessee waives any conflicts of interest that may arise in connection with Preparer's engagement in this matter. In the event any disputes or threats of litigation involving Lessor and Lessee were to arise, Preparer would not represent either party with respect to such disputes or litigation. Lessee agrees not to object to Preparer's ability to represent Lessor or any of its affiliates in connection with the Lease or on any existing and future matters.

Preparer will provide to Lessee and Lessor a copy of the Form 8038-G prepared and filed by Preparer. Maintaining accurate records and documentation is the responsibility of Lessee.

Preparer's fees for preparing and filing the Form 8038-G will be paid by Lessor on behalf of Lessee.

8038 INFORMATION

Item	Issuer Response
Name and address of Issuer	Name: _____ Address: _____
EIN of Issuer	EIN: _____
Name, title and telephone number of officer or employee of the issuer whom IRS may contact for information	Name: _____ Title: _____ Telephone: _____
Will any proceeds of the Lease be used for any purpose other than capital expenditures to obtain new equipment?	[Unless contrary information is provided below, the response to this question will be understood to be "No."] Yes/No: _____
Has the issuer designated the issue under Section 265(b)(3)(B)(i)(III), the small issuer exception?	[The response to this question will be understood to be as stated in the Bank Qualification Certificate relating to the Lease. If no such Certificate is delivered and no contrary information is provided below, the response to this question will be understood to be "No."] Yes/No: Yes
Has the issuer established written procedures to ensure all nonqualified bonds of the issue are remediated according to the requirements of the Internal Revenue Code and related regulations?	[Unless contrary information is provided below, the response to this question will be understood to be "No."] Yes/No: _____
Has the issuer established written procedures to monitor the requirements of Internal Revenue Code Section 148?	[Unless contrary information is provided below, the response to this question will be understood to be "No."] Yes/No: _____
Will some or all of the proceeds be used to reimburse expenditures? If so, state the amount of the expenditures and the date of the related official intent.	[Unless contrary information is provided below, the response to this question will be understood to be "No."] Yes/No: _____ Addition Information, if any: _____

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

Signature: x Tina Floyd

Printed Name/Title: x Tina Floyd Board President

Date: x 4-22-24

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name Cleveland County Educational Facilities Authority		2 Issuer's employer identification number (EIN) 62-1293603	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
201 S. Jones		3	
6 City, town, or post office, state, and ZIP code Norman, OK 73069		7 Date of issue 05/26/2023	
8 Name of issue Educational Facilities Lease Revenue Bonds (Norman Public Schools Project) Tax-Exempt Series		9 CUSIP number 18604T FC7	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information R. Lindsay Bailey, Esq., Authority Counsel		10b Telephone number of officer or other employee shown on 10a (405) 329-6800	

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.			
11 Education	11	64,979,607.95	
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>			
b If bonds are BANs, check only box 19b <input type="checkbox"/>			
20 If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	06/01/2033	\$ 64,979,607.95	\$ 58,570,000.00	7.5728 years	3.3155 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)			
22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23	64,979,609.95	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	953,386.75	
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28		
29 Total (add lines 24 through 28)	29	953,386.75	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	64,026,223.20	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
- b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY)
- c** Enter the name of the GIC provider ▶
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:
- b** Enter the date of the master pool bond ▶ (MM/DD/YYYY)
- c** Enter the EIN of the issuer of the master pool bond ▶
- d** Enter the name of the issuer of the master pool bond ▶
- 39** If the issuer has designated the issue under section 285(b)(3)(B)(i)(II) (small issuer exception), check box ▶ ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐
- 41a** If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:
- b** Name of hedge provider ▶
- c** Type of hedge ▶
- d** Term of hedge ▶
- 42** If the issuer has superintegrated the hedge, check box ▶ ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☒
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☒
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶
- b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY)

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.



Signature of issuer's authorized representative

May 26, 2023

Date

Rod Cleveland, Chairman

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if self-employed

PTIN

Firm's name ▶

Firm's EIN ▶

Firm's address ▶

Phone no.



Financial Services
Education Finance

INVOICE #: 2003768124 - 01
REFERENCE #: 2003768124
CUSTOMER #: 722391339
DUE DATE: 05/24/2024
TOTAL DUE: \$720,440.00

☐ Check here if your billing or Equipment Location has changed or is incorrect. Please note changes on the reverse side.

Payments sent without a copy of this invoice may be subject to a delay in processing.

LEASE PAYMENT INVOICE

Remit Lease Payment to:
Apple Inc.
PO Box 74225
Cleveland, OH 44194-0301

	INVOICE #:	REFERENCE #:	CUSTOMER #:
	2003768124 - 01	2003768124	722391339
P.O. NUMBER:		EQUIPMENT DESCRIPTION:	
		SEE BELOW	
EQUIPMENT LOCATION:			
INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS 131 South Flood Ave, Norman, OK 73069			

EQUIPMENT DESCRIPTION	DUE DATE	PAYMENT AMOUNT
Apple Computer Equipment	05/24/2024	\$720,440.00
	TOTAL DUE:	\$720,440.00

FOR PROPER CREDIT, PLEASE SUBMIT A COPY OF THIS INVOICE WITH PAYMENT



Purchase Order

Fiscal Year 2024

Page: 1 of: 1

BILL TO

NPS ADMINISTRATIVE SERVICES
131 SOUTH FLOOD
NORMAN, OK 73069
Phone: 405-447-6555
Fax: 405-573-3555

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

70240047

Delivery must be made within doors of specified destination.

VENDOR

APPLE INC
MS198-3ED
12545 RIATA VISTA CIR
AUSTIN, TX 78727

SHIP TO

NPS WAREHOUSE
4100 NORTH FLOOD
NORMAN, OK 73069
Phone: 405-366-5968
Fax: 405-573-3542

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference			
			70240056				
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
05/02/2024	824		FOB DESTINATION		LEASE REVENUE		
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading APPLE DEVICES						
1	SOLE SOURCE 6400 MACBOOKS STUDENT USE PAYMENTS 1 GL Account: 07.7084.51000.673.0100.0000.00 0.050.			720,440.0	EACH	\$1.00	\$720,440.00
2	SOLE SOURCE 6400 MACBOOKS STUDENT USE PAYMENTS 2 GL Account: 07.7084.51000.673.0100.0000.00 0.050.			720,440.0	EACH	\$1.00	\$720,440.00
***** GL SUMMARY *****							
07.7084.51000.673.0100.0000.000.050.				\$1,440,880.00			

NOTICE TO VENDORS

Any Vendor who submits a signed invoice or accepts payment pursuant to this Purchase Order shall be deemed to adopt and affirm the following statement (unless the Vendor states on the Invoice that the statement is incorrect in whole or in part.)

The Invoice or claim is true and correct.

The work, services or materials as shown by the Invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished the Vendor, and

The Vendor has made no payment, directly or indirectly, to any elected official, officer or employee of this School District, of money or any thing of value to obtain payment.

In order to comply with safety standards, all compulsory items shipped must be accompanied by a Material Safety Data Sheet (MSDS).

1. Send all Invoice and correspondence to BILL TO address above.
2. Deliver all items transportation prepaid.
3. FOB Destination.

By:

Camera Cox
Director of Purchasing

VENDOR COPY

PO Total

\$1,440,880.00

ROSENSTEIN, FIST & RINGOLD

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C.H. ROSENSTEIN (1893-1990)
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OF COUNSEL:

ALISON A. PARKER
LINDSEY E. ALBERS
MORGAN L. MEDDERS

September 18, 2024

Apple Inc.
1000 South McCaslin Boulevard
Superior, CO 80027

Independent School District No. 29 of
Cleveland County, Oklahoma, a/k/a
Norman Public Schools
131 South Flood Avenue
Norman, OK 73069

Re: Schedule Nos. 2003886043 and 2003768124, dated as of April 24, 2024 (the "Schedules"), to Master Lease Purchase Agreement and Addendum to Master Lease Purchase Agreement (Oklahoma School District), dated as of April 24, 2024 (the "Master Agreement"), by and between Apple Inc. ("Lessor") and Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools ("Lessee")

Ladies and Gentlemen:

We have acted as special counsel to Lessee in connection with the Master Agreement and the Schedules (the Schedules, together with the Master Agreement, solely as it relates to the Schedules, hereinafter, the "LPA"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the LPA.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the LPA and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a political subdivision duly organized and existing under the laws of the State of Oklahoma, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

2. Lessee has all requisite power and authority to enter into the LPA and to perform its obligations thereunder.

3. The execution, delivery and performance of the LPA by Lessee has been duly authorized by all necessary action on the part of Lessee.

4. All proceedings of Lessee and its governing body relating to the authorization and approval of the LPA, the execution thereof, and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Lessee has acquired or has arranged for the acquisition of the Equipment subject to the LPA, and has entered into the LPA, in compliance with any applicable public bidding laws.

6. The LPA has been duly executed and delivered by Lessee and constitutes the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

7. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending (or, to our knowledge, threatened) against Lessee in any court: (a) seeking to restrain or enjoin the delivery of the LPA or of other agreements similar thereto; (b) questioning the authority of Lessee to execute the LPA, or the validity of the LPA, or the payment of principal of or interest on the Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the LPA; or (d) affecting the provisions made for the payment of the LPA.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the LPA.

Sincerely,



Eric P. Nelson

For ROSENSTEIN FIST & RINGOLD

EPN:rr

RESOLUTION

A RESOLUTION APPROVING AND AFFIRMING A MASTER LEASE PURCHASE AGREEMENT AND SCHEDULES WITH APPLE INC. FOR ACQUISITION OF APPLE COMPUTER EQUIPMENT AND AUTHORIZING THE EXECUTION OF THE SAME; AND AUTHORIZING SCHOOL DISTRICT OFFICIALS TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS IN CONNECTION WITH THE AFOREMENTIONED TRANSACTION.

WHEREAS, the Board of Education of Independent School District No. 29 of Cleveland County, Oklahoma (the "District") has determined there is a need for refreshed computer equipment within said school district; and

WHEREAS, power is granted the District by OKLA. STAT. tit. 62, §430.1, and laws supplementary and amendatory thereto, to enter into lease and lease-purchase contracts for the acquisition of such equipment as is authorized by its governing body.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION:

Section 1. Approval of Master Lease Agreement. The Master Lease Purchase Agreement, as modified by the Addendum to Master Lease Purchase Agreement (Oklahoma School District), both dated as of March 24, 2024 (the "Lease Agreement") by and between Apple, Inc., as lessor (the "Lessor") and the District, as lessee, is hereby approved and affirmed and the President and Clerk of the Board are hereby authorized to direct the execution of same for and on behalf of the District, and to do all other lawful things to carry out the terms and conditions of said Lease Agreement.

Section 2. Approval of Schedules. Supplemental Schedule Nos. 2003886043 and 2003768124, in the original principal amount of \$1,518,000, and \$5,763,520, respectively, are hereby approved and affirmed and the President and Clerk of the Board are hereby authorized to direct the execution of same for and on behalf of the District, and to do all other lawful things to carry out the terms and conditions of the Schedules.

Section 3. Incidental Action. The President and Clerk (or, in their absence or incapacity, the Vice President and Deputy Clerk, respectively) of the Board and the Superintendent of the District are hereby further authorized on behalf of the District to accept, receive, execute, attest, seal and deliver the above-mentioned documents and all additional documentation, certification and instruments and to take such further actions as may be required in connection with the transactions contemplated hereby.

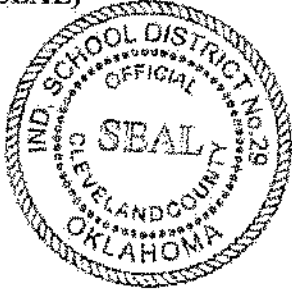
ADOPTED AND APPROVED this 22nd day of April, 2024.

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

ATTEST:

Cathy Sasser
Clerk, Board of Education
(SEAL)

By *Tue Al*
President, Board of Education



Master Lease Purchase Agreement

This Master Lease Purchase Agreement dated as of April 24, 2024 (this "Master Lease"), is entered into by and between Apple Inc. ("Lessor") and Independent School District No. 29, Cleveland County, Oklahoma a/k/a Norman Public Schools ("Lessee").

1. MASTER LEASE; SCHEDULES. Subject to the terms of this Master Lease, Lessee agrees to lease, purchase and acquire from Lessor certain equipment and/or software (the "Equipment") as may be described in any lease schedule (each, a "Schedule") which may be executed by the parties from time to time. Nothing in this Master Lease shall be construed to impose any obligation upon, or otherwise commit, Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Schedule, and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include but shall not be limited to: (a) a description of the proposed Equipment, including the cost and its contemplated use and location, (b) information related to the vendor(s) manufacturing, licensing (subject to the terms of the Vendor's applicable end user license agreement(s)), delivering, installing or maintaining the proposed Equipment for Lessee (the "Vendor"), (c) documentation or information concerning the financial condition of Lessee, and (d) other information related to the Schedule and Lessee. The terms and conditions of this Master Lease (including all exhibits and any amendments hereto), are incorporated by reference into each Schedule and each Schedule, once executed by Lessor and Lessee, shall constitute a separate and independent lease and installment purchase of the Equipment identified therein, hereinafter referred to as a "Lease."

2. INVOICE PAYMENT OR REIMBURSEMENT. With respect to any Lease, and subject to the provisions of Section 3 if applicable, Lessor shall have no obligation whatsoever to make any payment to a Vendor or reimburse Lessee for any payment made to a Vendor for the Equipment that is the subject of such Lease until three (3) business days after Lessor's receipt of the following in form and substance satisfactory to Lessor in its sole discretion: (a) a Schedule executed by a duly authorized representative of Lessee; (b) a fully executed partial or final acceptance certificate as applicable ("Acceptance Certificate"); (c) a resolution or evidence of other official action taken by Lessee's governing body authorizing Lessee to enter into the related Lease and any applicable Escrow Agreement, the acquisition of the Equipment subject thereto, and confirming that Lessee's actions were in accordance with all applicable state, local and federal laws, including laws regarding open meetings and public bidding; (d) evidence of insurance with respect to the Equipment in accordance with the provisions of Section 15 of this Master Lease; (e) a Vendor invoice for the Equipment and, if such invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) a completed and executed Form 8038-G or 8038-GC; (g) an Incumbency Certificate; (h) a Bank Qualification Designation; (i) Lease Payment Instructions; (j) Insurance Coverage Requirements; (k) an opinion of Lessee's counsel; and (l) such other documents, items, or information reasonably required by Lessor. Lessor shall provide each such document to Lessee in a form and substance satisfactory to Lessor.

3. ESCROW AGREEMENT. Upon agreement by both Lessee and Lessor as to any Lease, the parties shall enter into an escrow agreement (an "Escrow Agreement") with an escrow agent selected by Lessee, such selection subject to Lessor's approval, establishing an account from which the cost of the Equipment subject to such Lease is to be paid (the "Escrow Account"). Upon execution and delivery of an Escrow Agreement by the parties thereto and satisfaction of any conditions precedent set forth in Section 2 of this Master Lease or in such Escrow Agreement, Lessor shall deposit or cause to be deposited into the Escrow Account under the related Escrow Agreement funds for the payment of the costs of acquiring the Equipment under such Lease. Lessee acknowledges and agrees that no disbursements shall be made from an Escrow Account except for portions of the Equipment that are operationally complete and functionally independent and that may be fully utilized by Lessee without regard to whether the balance of the Equipment is delivered and accepted.

4. DELIVERY AND ACCEPTANCE OF EQUIPMENT. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease, and pay any and all delivery and installation costs and applicable sales and other taxes in connection therewith. When the Equipment identified in any Lease has been delivered and installed, Lessee shall immediately inspect the Equipment and evidence its acceptance by executing and delivering to Lessor the Acceptance Certificate. If Lessee signed a purchase contract for the Equipment, by signing a Schedule Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.

5. LEASE PAYMENTS. Lessee agrees to pay "Lease Payments" to Lessor in accordance with the payment schedule set forth in each Lease, exclusively from legally available funds, consisting of principal and interest components in the amounts and on such dates as provided in each Lease. Lessee shall pay Lessor a charge on any Lease Payment not paid on the date such payment is due at the rate of 12% per annum or the highest lawful rate, whichever is less, from such due date until paid. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease, which date shall be the earlier of (a) the date Lessee partially or fully accepts the Equipment pursuant to Section 4, or (b) the date of Lessor's deposit into an Escrow Account of sufficient monies to purchase the Equipment. Lessor will advise Lessee as to the address to which Lease Payments shall be sent. The Lease Payment is due whether or not Lessee receives an invoice. Restrictive endorsements on checks sent by Lessee will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes may be paid by Lessee from funds advanced to Lessee by Lessor for such purpose in connection with the execution and delivery of the related Lease or may be paid by Lessee pursuant to Section 4 hereof. ***Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or debt by Lessee, nor shall anything contained in this Master Lease or in any Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.***

6. NON-APPROPRIATION OF FUNDS. Lessee is obligated to pay Lease Payments under each Lease for each fiscal period as may lawfully be made from funds budgeted and appropriated for that purpose for such fiscal period. Lessee currently intends to remit and reasonably believes that funds in an amount sufficient to remit all Lease Payments and other payments under each Lease can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment under such Lease and the performance of its essential function during the scheduled "Lease Term" as reflected in each Lease. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Lease Payments under each Lease may be made, including making provision for such payments to the extent necessary in each budget or appropriation request adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, Lessor acknowledges that the decision whether or not to budget and appropriate funds or to extend the term of a Lease for any period beyond the original or any additional fiscal period is within the discretion of the governing body of Lessee. In the event that Lessee's governing body fails or is unwilling to budget, appropriate or otherwise make available funds for the payment of Lease Payments and other payments, if any, under a Lease following the then current fiscal period (an "Event of Non-appropriation"), Lessee shall have the right to terminate such Lease on the last day of the fiscal period for which sufficient appropriations were made without penalty or expense, except as to the portion of any Lease Payment for which funds shall have been appropriated and budgeted, in which event Lessee shall return the Equipment subject to such Lease in accordance with Section 19 of this Master Lease. Lessee agrees to deliver notice to Lessor of such Event of Non-appropriation with respect to a Lease and termination at least thirty (30) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the term of the affected Lease beyond such then current fiscal period.

7. UNCONDITIONAL OBLIGATION. UPON THE COMMENCEMENT DATE OF A LEASE PURSUANT TO SECTION 5 OF THIS MASTER LEASE, AND EXCEPT AS PROVIDED IN SECTION 6, "NON-APPROPRIATION OF FUNDS," THE OBLIGATIONS OF LESSEE TO MAKE LEASE PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DISPUTES WITH LESSOR OR ANY VENDOR OF ANY EQUIPMENT, DEFECTS, MALFUNCTIONS OR BREAKDOWNS IN THE EQUIPMENT, ANY ACCIDENT, CONDEMNATION, DAMAGE, DESTRUCTION, OR UNFORESEEN CIRCUMSTANCE, OR ANY TEMPORARY OR PERMANENT LOSS OF ITS USE.

8. DISCLAIMER OF WARRANTIES. THE SOLE WARRANTY FOR THE EQUIPMENT IS THE APPLICABLE PRODUCT WARRANTY (DEFINED BELOW). LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, INCLUDING WITHOUT LIMITATION, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, NON-INFRINGEMENT, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW, OR THAT THE OPERATION OR USE OF THE EQUIPMENT WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS, DEFECTS, VIRUSES, MALFUNCTIONS, AND LESSEE, AS OF THE DATE OF LESSEE'S ACCEPTANCE AS SET FORTH IN SECTION 4, ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. Lessee acknowledges that the Equipment was manufactured and/or assembled, or in the case of software was developed and licensed, by the applicable Vendor and that any warranty rights with respect to such Equipment shall be provided by the applicable Vendor (the "Product Warranty"). Lessee agrees to settle any dispute it may have regarding performance of the Equipment directly with the applicable Vendor and not to make any claim against the Lease Payments due Lessor or any Assignee (as hereinafter defined). Lessee agrees to continue to pay Lessor, or such Assignee (as applicable), all Lease Payments and other payments without abatement or set off for any dispute with a Vendor regarding the Equipment. Nothing in this Master Lease or in any Lease shall relieve Apple Inc. of its obligations under the Product Warranty offered by Apple Inc. for applicable Apple-branded Equipment. Lessee acknowledges and agrees that the Product Warranty is a separate agreement between Lessee and the applicable Vendor and that such Product Warranty is not a part of this Master Lease or any Lease.

9. TITLE AND SECURITY INTEREST. Unless otherwise required by the laws of the state where Lessee is located, during each Lease Term, title to the Equipment shall be vested in Lessee, subject to the rights of Lessor under such Lease. In the event Lessor terminates a Lease pursuant to Section 17 of this Master Lease or an Event of Non-Appropriation occurs under a Lease, title to the related Equipment shall immediately vest in Lessor free and clear of any rights, title or interests of Lessee. Lessee, at its expense, shall protect and defend Lessee's title to the Equipment and Lessor's rights and interests therein and keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

To secure the payment of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority purchase money security interest in the Equipment subject to each such Lease, anything attached or added to the Equipment by Lessee at any time, Lessee's rights under each agreement for the licensing of software to the extent that a security interest therein may be granted without violating the terms of such agreement, and on all proceeds, including proceeds from any insurance claims for loss or damage, from such Equipment. Lessee authorizes Lessor to file a financing statement perfecting Lessor's security interest under the laws of Lessee's state. Lessee agrees to promptly execute such additional documents, in a form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated. If applicable, as further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising each Escrow Account and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code.

10. USE, MAINTENANCE AND REPAIR. Upon installation, no item of Equipment will be moved from the location specified for it in the related Lease (the "Equipment Location") without Lessor's prior consent, which consent will not be unreasonably withheld, except that any items of Equipment that are intended by design to be a mobile piece of technology (i.e. laptop computers) may be moved within the continental U.S. without consent. Lessor shall have the right at all reasonable times during regular business hours, subject to compliance with Lessee's customary security procedures, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. In order to facilitate the use of the Equipment by students and/or Lessee's employees ("Authorized Users") while on premises other than

those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the Equipment is not (i) used in violation of any applicable law, in a manner contrary to that contemplated by the related Lease, or for private business purposes, or (ii) used by anyone other than Authorized Users; and (b) Lessee (and not Authorized Users) shall be solely responsible for (i) maintaining insurance in accordance with the terms of the related Lease, (ii) payment of any applicable sales, property and other taxes on the Equipment, and (iii) return of the Equipment under a Lease to Lessor upon the occurrence of an Event of Default or Event of Non-appropriation thereunder. Lessee agrees that it will use the Equipment under each Lease in the manner for which it was intended, as required by all applicable manuals and instructions and as required to keep the Equipment eligible for any manufacturer's certification and/or standard, full service maintenance contract. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment under each Lease in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the related Lease. Lessee will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

11. LIENS; TAXES. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS MASTER LEASE AND THE RELATED LEASE. The parties to this Master Lease intend that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will be exempt from all property taxes. Lessee shall timely pay all assessments, license and filing fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, now or hereafter imposed by any governmental body or agency on or relating to the Equipment or the Lease Payments or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment and on or relating to this Master Lease or any Lease; *provided, however*, that the foregoing shall not include any federal, state or local income or franchise taxes of Lessor.

12. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, LESSOR SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES OF LESSEE RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY, with respect to each Lease, Lessee agrees that (a) Lessor shall have no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment, and (b) Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, Lessee's compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Vendor of the order submitted, if applicable, or any delay or failure by the Vendor or its sales representative to, deliver, install, or maintain the Equipment for Lessee's use. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM OF EQUIPMENT PROVIDED FOR IN ANY LEASE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY AND REGARDLESS OF WHETHER LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE PROVISIONS IN THIS MASTER LEASE FAIRLY ALLOCATE THE RISKS BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS MASTER LEASE.

13. IDENTIFICATION. Lessor shall be entitled to insert missing or correct information on the related Lease, including, without limitation, Lessee's official name, serial numbers and any other information describing the Equipment under such Lease; *provided* that Lessor forwards copies of such changes to Lessee.

14. LOSS OR DAMAGE. Lessee shall be responsible for any loss, theft of and/or damage to the Equipment or any portion thereof from any cause whatsoever, regardless of the extent or lack of insurance coverage, from the time the Equipment is delivered to Lessee pursuant to the related Lease until the end of the Lease Term thereunder or until the Equipment is returned to Lessor pursuant to Section 19 of this Master Lease. If any item of the Equipment is lost, stolen or damaged, Lessee shall immediately provide written notice of such loss to Lessor and shall, within fifteen (15) days after such loss, at Lessee's option, either: (a) repair the damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace the damaged Equipment at Lessee's sole cost and expense with equipment having substantially similar manufacturer's specifications and of equal or greater value to the damaged Equipment immediately prior to such Equipment being damaged, such replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (c) pursuant to Section 18(b), purchase Lessor's interest in the damaged Equipment on a pro rata basis (notwithstanding the limitation in Section 18(b) only to prepaying in whole) and continue the related Lease for the non-damaged Equipment for the balance of the applicable Lease Term. In such event, Lessor will provide Lessee with a revised amortization of Lease Payments for the non-damaged Equipment. Lessor will forward to Lessee any insurance proceeds which Lessor receives for damaged Equipment for Lessee's use in the repair or replacement of the damaged Equipment, unless there has been an Event of Default or an Event of Non-appropriation by Lessee, in which event Lessor will apply any insurance proceeds received to reduce Lessee's obligations under Section 17 of this Master Lease.

15. INSURANCE. In the event that Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total Lease Payments for the Lease Term under the related Lease or (b) the full replacement cost of the Equipment without consideration for depreciation. Upon Lessor's request, Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by owners of property similar to the Equipment. With Lessor's prior written consent, Lessee may self-insure against such risks. The policy shall state that Lessor shall be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured." Upon Lessor's request, Lessee shall provide Lessor with a certificate or other evidence of insurance acceptable to Lessor evidencing the insurance coverage

required under the related Lease. In the event Lessee fails to provide such evidence within 10 days of Lessor's request, or upon Lessor's receipt of a notice of policy cancellation, Lessor may (but shall not be obligated to) obtain insurance covering Lessor's interest in the Equipment at Lessee's sole expense. Lessee will pay all insurance premiums and related charges.

16. DEFAULT. Lessee will be in default under a Lease upon the occurrence of any of the following (each, an "Event of Default"): (a) Lessee fails to pay any Lease Payment or other payment due in full under such Lease within 10 calendar days after its due date; (b) Lessee fails to perform or observe any other promise or obligation in this Master Lease and/or any Lease and does not correct the default within 30 days after written notice of default by Lessor; (c) any representation, warranty or statement made by Lessee in this Master Lease or any Lease shall prove to have been false or misleading in any material respect when made; (d) Lessee fails to obtain and maintain insurance as required by Section 15, or any insurance carrier cancels any insurance on the Equipment; (e) the Equipment or any portion thereof is misused, used in a manner not authorized by the applicable end user license agreement (if any) accompanying such Equipment, or used in violation of the terms of the related Lease; (f) the Equipment or any part thereof is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 14; (g) a petition is filed by or against Lessee under any bankruptcy or insolvency laws; or (h) an Event of Default occurs under any other Lease or prior financing with Lessor or assigns or their respective affiliates, but any such Assignee may only exercise remedies with respect to other Leases for which it is the Assignee.

17. REMEDIES. Upon the occurrence of an Event of Default under a Lease, Lessor may, in its sole discretion, do any or all of the following (without penalty, liability or obligation on Lessor's part and without limiting any other rights or remedies available to Lessor): (a) provide written notice to Lessee of the Event of Default; (b) as liquidated damages for loss of a bargain, and not as a penalty, declare due and payable any and all amounts which may then be due and payable under the Lease, plus all Lease Payments remaining through the end of the then current fiscal period; (c) with or without terminating the Lease Term under such Lease, (i) enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor in accordance with the requirements in Section 19, and (ii) at Lessee's expense, sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between the Lease Payment payable by Lessee pursuant to the terms of such Lease to the end of the current fiscal period and the net proceeds of any such sale, lease or sublease. Lessor may require Lessee to remove all proprietary data from the Equipment, holding Lessor and its assigns harmless if Lessee fails to do so. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. The exercise of any of such remedies shall not relieve Lessee of any other liabilities under any other Lease. Without limiting the foregoing, Lessor may take whatever action, either at law or in equity, may appear necessary or desirable to enforce its rights under any Lease, or as a secured party in any or all of the Equipment. No remedy of Lessor is intended to be exclusive and every such remedy, now or hereafter existing, at law or in equity, shall be cumulative and shall be in addition to every other remedy given under a Lease. In the event that Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Non-appropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total Lease Payments under the related Lease that would have been paid during the related scheduled Lease Term plus any other amounts then due under the related Lease or Leases, Lessor shall immediately pay the amount of any such excess to Lessee.

18. PURCHASE OPTION. At the option of Lessee, and provided that no Event of Default or Event of Non-appropriation has occurred and/or is continuing under any Lease, Lessor's interest in all, but not less than all, of the Equipment subject to a Lease will be transferred, conveyed and assigned to Lessee, free and clear of any right or interest of Lessor, and such Lease shall terminate: (a) upon payment in full of all Lease Payments under such Lease and all other amounts then due thereunder or (b) on any Lease Payment due date under such Lease, provided that Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment subject to such Lease pursuant to this provision, by paying to Lessor, in addition to the Lease Payment due on such date, an amount equal to the purchase price (the "Purchase Price") shown for such Lease Payment due date in the payment schedule included in the applicable Lease. Lessee hereby acknowledges that the Purchase Price under a Lease includes a prepayment premium.

19. RETURN OF EQUIPMENT. In the case of an Event of Default under a Lease or an Event of Non-appropriation by Lessee with respect to a Lease in accordance with Section 6, Lessee will, at Lessee's sole cost and expense, immediately return the Equipment (including all copies of any software free of any proprietary data), manuals, and accessories to any location and aboard any carrier Lessor may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, and maintained in accordance with the terms of the related Lease. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Lease Payments until the Equipment is accepted by Lessor, which acceptance shall be deemed to occur fifteen (15) days after delivery unless Lessor rejects the Equipment for good cause within such fifteen (15) day period. Notwithstanding anything in this Section 19 to the contrary, any amounts to be paid by Lessee as provided in this Section 19 shall be payable solely from funds legally available for the purpose.

20. LESSEE'S REPRESENTATIONS AND WARRANTIES. Lessee hereby represents, covenants and warrants for the benefit of Lessor that as of the date hereof and as of Commencement Date for each Lease, and throughout each Lease Term: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) Lessee is duly organized and existing under the Constitution and laws of the state in which Lessee is located; (c) Lessee is authorized to enter into and carry out its obligations under this Master Lease and each Lease and every other document required to be delivered in connection with this Master Lease and a Lease; (d) this Master Lease and each Lease have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, codes, ordinances, regulations, and policies; (e) any person signing the Master Lease and each Lease has the authority to do so, is acting with the full express authorization of Lessee's governing body, and holds the office indicated below his or her signature, which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take such action, in accordance with Section 6, to include in its annual budget request, for submission to Lessee's governing body, any funds required to fulfill Lessee's obligations for each succeeding fiscal period during the applicable Lease Term; (h) Lessee has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection

with each Lease, the selection and acquisition of the Equipment and the selection of Vendor; (i) all payments due and to become due during Lessee's current fiscal period under a Lease are within the fiscal budget of such fiscal period, and are or will be included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment under the related Lease; (j) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Lease Payment to become includible in Lessor's gross income for Federal income taxation purposes under the Code; (k) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code with respect to each Lease (such compliance shall include, but not be limited to, the execution of Form 8038-G or 8038-GC information reporting returns as appropriate); (l) all financial information provided by Lessee is true and accurate and fairly represents Lessee's financial condition; (m) Lessee has not for at least its most recent ten fiscal periods failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement; (n) there is no litigation, pending or threatened that would materially adversely affect the transactions contemplated by this Master Lease, any Lease or the financial condition of Lessee; and (o) any and all Equipment that Lessee leases, purchases and/or acquires pursuant to this Master Lease and any Lease hereunder is for Lessee's internal purposes only and Lessee is not and will not lease, purchase or acquire the Equipment for resale.

21. ASSIGNMENT. Lessor may, upon notice to Lessee but without Lessee's consent, sell, assign, or transfer from time to time Lessor's rights, title, and interest under this Master Lease and/or any Lease or Leases or interest therein, including the right to receive Lease Payments under a Lease and Lessor's security interest in the Equipment under a Lease and any related Escrow Agreement to one or more assignees or subassignees (each, an "Assignee"). Lessee agrees that, upon such assignment, the Assignee will have the same rights and benefits of Lessor under the terms of the related Lease. Lessee agrees that the rights of Assignee will not be subject to any claims, defenses, or set-offs that Lessee may have against any Vendor. Upon notice to Lessee of such assignment, Lessee agrees to respond to any requests about the related Lease and, if directed by Lessor, to pay Assignee all Lease Payments and other amounts due under such Lease. Lessee hereby appoints Lessor as its agent to maintain a record of all assignments of each Lease in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to maintain such registration record.

22. ADDITIONAL PAYMENTS. Lessor may, but is not obligated to, take on Lessee's behalf any action which Lessee fails to take as required by any Lease, and Lessee shall pay any expenses incurred by Lessor in taking such action, which will be in addition to the Lease Payments as set forth in the related Lease.

23. RELEASE AND INDEMNIFICATION. To the extent permitted by applicable state law and subject to Section 6, Lessee shall indemnify, release, protect, hold harmless, save and defend Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of the cause thereof, and all costs and expenses in connection therewith (including, without limitation, attorneys' fees) arising out of or resulting from (a) entering into this Master Lease and/or any Lease; (b) the ownership of any item of Equipment; (c) the ordering, acquisition, use, installation, deployment, testing, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment; (d) any damage to property or personal injury or death of any person in connection with the operation, use, installation, deployment, testing, condition, possession, storage or return of any item of Equipment, or in connection with or resulting from Lessee's acts, omissions, negligence, misconduct or breach of any provision of this Master Lease or any Lease(s) hereunder; and/or (e) the breach of any covenant or any material representation of Lessee contained in this Master Lease or any Lease. The indemnification obligations set forth herein shall continue in full force and effect notwithstanding the payment in full of all obligations under any Lease or the termination of the Lease Term under any Lease for any reason.

24. MISCELLANEOUS. Each Lease, together with this Master Lease, contains the entire agreement of the parties regarding the subject matter hereof which is limited to lease financing. TIME IS OF THE ESSENCE IN EACH LEASE. If a court of competent jurisdiction finds any provision of any Lease to be unenforceable, the remaining terms of such Lease shall remain in full force and effect. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only counterpart one of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute the original for such Lease for purposes of the sale or transfer of such Lease as chattel paper. References herein to "Lessor" shall be deemed to include each of its Assignees from and after the effective date of each assignment; references herein to "Lessor" shall not refer to Apple Inc. in its capacity as a Vendor or in any capacity other than as a lessor hereunder. The captions or heading in this Master Lease and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions. This Master Lease and each Lease will be governed by the laws of the state where Lessee is located without regard to the conflict of law principles thereof. Lessor and Lessee both intend to comply with all applicable laws. If it is determined that Lessee's payments under the Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal, and interest will be charged at the highest rate allowed by law.

25. NOTICES. All written notices under any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

26. Electronic Signatures. Notwithstanding anything to the contrary in this Master Lease and with the exception of the IRS Form 8038-G / 8038-GC which Lessee must execute using an original, manual signature, Lessee and Lessor both intend that this Master Lease and any Schedule, Acceptance Certificate, Escrow Agreement or any other related document or certificate (each a "Document") containing the electronic signature of the Lessee and/or Lessor using the procedure or method for electronic signatures that Lessor provided to Lessee ("Electronic Signature") or when manually countersigned by Lessor or attached to Lessor's original signature counterpart and/or in Lessor's possession shall constitute the sole original authenticated Document for all purposes (including without limitation the perfection of security interests and admissibility of evidence). Lessee and Lessor acknowledge that any such Electronic Signatures will be applied by the duly authorized representative of the respective party with the intent to sign, authenticate and accept the Documents on behalf of such party.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MASTER LEASE AND EACH LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS MASTER LEASE OR A LEASE MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS MASTER LEASE OR A LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN THE PARTIES. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE BY LESSEE.

Lessor:

APPLE INC.

By: 

Name: Kimberly Bush
Title: Designated Signer

Lessee:

INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND
COUNTY, OKLAHOMA AKA NORMAN PUBLIC SCHOOLS

By: 

Name: Tina Floyd
Title: Board President

Fed Tax ID#: _____

Address: 131 South Flood Ave, Norman, OK 73069

Schedule No. 2003886043 dated as of April 24, 2024, to Master Lease Purchase Agreement dated as of April 24, 2024

This Schedule No. 2003886043 (this "Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated as of April 24, 2024 ("Master Lease"), and is effective as of April 24, 2024. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Lease.

Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes

EQUIPMENT LOCATION					
Equipment Location (Number and Street): <u>4100 N. Flood Ave</u>					
City <u>Norman</u>	County	State <u>OK</u>	Zip Code <u>73069</u>		
EQUIPMENT INFORMATION					
Computer Hardware--See attached Exhibit 1.					
LEASE PAYMENT SCHEDULE					
Pmt #	Payment Date	Payment Amount	Interest	Principal	Outstanding Balance
Loan					\$1,518,100.00
1	05/24/2024	\$303,620.00	\$0.00	\$303,620.00	\$1,214,480.00
2	05/24/2025	\$303,620.00	\$0.00	\$303,620.00	\$910,860.00
3	05/24/2026	\$303,620.00	\$0.00	\$303,620.00	\$607,240.00
4	05/24/2027	\$303,620.00	\$0.00	\$303,620.00	\$303,620.00
5	05/24/2028	\$303,620.00	\$0.00	\$303,620.00	\$0.00
Totals		\$1,518,100.00	Rate 0.00%	\$1,518,100.00	

Lessee acknowledges that the discounted purchase price for the Lease is \$1,468,188.70 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 1.7% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

IMPORTANT: Read before signing. The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this written agreement may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

Commencement Date: July 5, 2024
September 20

Lessor: APPLE INC.

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

By: 

By: 

Name: Kimberly Bush

Name: Tina Floyd

Title: Designated Signer

Title: Board President

Date: 9/20/2024

Date: 4-22-24

**EXHIBIT 1 – Equipment Information to Schedule No. 2003886043
under Master Lease Purchase Agreement dated as of April 24, 2024**

Item #	Details	Qty
1	<p>13-inch MacBook Air: Apple M1 chip with 8-core CPU and 7-core GPU, 8GB, 128GB - Space Gray with 4-Year AppleCare+ for Schools (Packaged in a 5-pack) (No Service Fee) Part Number: B9V02P0LL/A</p> <p>13-inch MacBook Air: Apple M1 chip with 8-core CPU and 7-core GPU, 8GB, 128GB - Space Gray (Packaged in a 5-pack) Part Number: M0PFW03LL/A Quantity: 1700</p> <p>4-Year AppleCare+ for Schools 13-inch MacBook Air (M1) (no service fees) Part Number: S3245LL/A Quantity: 1700</p>	340
2	<p>APS MB DEPLOY SVC W/ DEPLOYASSIST-USA Part Number: B35280LL/A</p>	1700

The above Equipment includes all attachments and accessories attached thereto and made a part thereof.

ADDENDUM TO MASTER LEASE PURCHASE AGREEMENT
(Oklahoma School District)

THIS ADDENDUM dated as of April 24, 2024 (this "Addendum"), is made by and between APPLE INC. ("Lessor") and INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS ("Lessee"), and modifies and supplements that certain Schedule No. 2003886043 (the "Schedule") to that certain Master Agreement Purchase Agreement dated as of April 24, 2024, between Lessor and Lessee (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

1. Notwithstanding anything to the contrary set forth in the Master Agreement, title to the Equipment subject to the Schedule shall remain in Lessor during the Lease Term of the Schedule, subject to Lessee's rights under the Master Agreement.

2. Notwithstanding anything to the contrary set forth in the Master Agreement, the Schedule will terminate at the end of the current budget year of Lessee in effect at the Commencement Date and thereafter at the end of each subsequent budget year, unless Lessor and Lessee ratify the renewal thereof, and any such termination will be treated as an Event of Non-appropriation under the Master Agreement.


3. In addition to the representations, warranties and covenants of Lessee set forth in the Master Agreement, Lessee, as of the Commencement Date of the Schedule, represents, warrants and covenants for the benefit of Lessor that the legal name of the Lessee is "Independent School District No. 29, Cleveland County, Oklahoma a/k/a Norman Public Schools".

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: APPLE INC.

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

By: 
Name: Kimberly Bush
Title: Designated Signer

By: 
Name: Tina Floyd
Title: Board President



ESSENTIAL USE CERTIFICATE

1. Has any of the equipment to be leased been delivered? ☐ YES ☒ NO
Is the equipment to be leased replacing any existing equipment? ☒ YES ☐ NO
If YES, how long has the existing equipment been in use?
☐ 1-3 years ☐ 4-5 years ☒ 6-7 years ☐ 7+ years

Why is the existing equipment being replaced? does not update

What will be done with the replaced equipment? sold

2. What grade levels, locations and departments will utilize the equipment to be leased?

☐ K-4 ☐ University ☐ Social Sciences
☐ 5-6 ☐ Math ☐ Computer Lab
☐ 7-8 ☐ Science ☐ Classroom: _____
☐ 9-12 ☐ Language Arts ☐ Other: _____

Who will be the principal users of the equipment? (Total of all users below equal 100%.)

☐ Students: _____% ☐ Classified Faculty: _____% ☐ Other: _____%
☐ Certified Faculty: _____% ☒ Administrative: 100% ☐ Other: _____%

What applications will the equipment be used for and what benefits will the equipment provide?
(Please be detailed.) _____

(Use additional pages if necessary.)

3. What is/are the sources of funding for repayment of the lease?

☐ General Fund ☒ Other Fund: bond
☐ Grant Revenue (detail type of grant): _____ ☐ Other: _____

Are the funds for the payment(s) due in the first fiscal year of the lease appropriated and encumbered in the District's approved budget? ☒ YES ☐ NO

If NO, why are the funds not appropriated and encumbered in an approved budget?

4. Has the District's governing Board approved entering into the lease? ☒ YES ☐ NO

If YES, please provide a copy of Board Minutes or Resolution.

If NO, why is a Board approval not required, or when will the Board approve entering into the lease? _____

5. Has the School District ever non-appropriated funds? ☐ YES ☒ NO

If YES, please provide details regarding any non-appropriation: _____

Completed By: _____

Completed By: Mikal Guss

Title: _____

Title: IS specialist

Date: _____

Date: 5/2/24

LEASE PAYMENT INSTRUCTIONS

Pursuant to the Master Lease Purchase Agreement dated as of April 24, 2024, and Schedule No. 2003886043 thereto (collectively the "Lease"), each between Apple, Inc. ("Lessor") and Independent School District No. 29, Cleveland County, Oklahoma a/k/a Norman Public Schools ("Lessee"), Lessee hereby acknowledges the obligations to make the lease payments promptly when due in accordance with the Lease.

LESSEE NAME: INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY,
OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS

FEDERAL TAX ID #: EXM-10039153-03

INVOICE MAILING ADDRESS: 131 N Flood Ave, Norman, OK 73069

EQUIPMENT DELIVERY ADDRESS: 4100 N flood Ave, Norman 73069

Mail invoices to the attention of: Accounts Payable

Phone: 405-447-6557

Email: accounts.payable@normanps.org

Accounts Payable Contact: Janine Warren

Phone: 405-447-6554

Email: Janiner@normanps.org


Do you have a Purchase Order No. that you would like included on the invoice?

No ☐ Yes ☒ PO# 24008529

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

Signature:

X



Printed Name/Title:

X

Tina Floyd Board President

Date:

X

4-22-24

IRS FORM 8038-(G / GC) QUESTIONNAIRE AND ENGAGEMENT AGREEMENT
Schedule No. 2003886043 to Master Lease Purchase Agreement dated as of April 24, 2024

BANK QUALIFIED DESIGNATION

Lessee hereby represents and certifies the following (please check one):

Bank Qualified [if Bank Qualified, we will check the box on Line 39 of IRS Form 8038-G]

☐ Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year will not exceed \$10,000,000.]

Non-Bank Qualified [if Non-Bank Qualified, we will not check the box on Line 39 of IRS Form 8038-G]

☒ Check this box if Lessee has not designated this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code.

SCOPE OF ENGAGEMENT

Lessee hereby appoints Kutak Rock LLP ("Preparer") to prepare and file the attached Form 8038-G on behalf of Lessee. The information necessary to prepare the Form 8038-G is contained in the Lease and related documents, which documents constitute the entire agreement between Lessee and Lessor. Below is information to assist Preparer in completing the Form 8038-G. Lessee has reviewed or completed such information and will provide to Preparer any additional information requested by Preparer necessary to complete the Form 8038-G.

The attached Form 8038-G has been signed by a representative of Lessee duly authorized to sign the Form 8038-G. The undersigned is a duly appointed, qualified and acting representative of Lessee and is authorized to cause Lessee to make the certifications, representations and warranties contained herein by execution of this letter on behalf of Lessee.

Preparer is entitled to rely on the accuracy and completeness of the information set forth in the Lease or provided to Preparer by Lessee. Preparer is not responsible to make any audit or other verification of the information provided by Lessee, although Preparer may ask Lessee for clarification of some information.

Lessee has not engaged Preparer to provide any other services to Lessee; specifically, Lessee has not engaged Preparer to provide any legal services or tax advice other than the preparation and filing of the Form 8038-G, and except as indicated in the following sentence, Preparer has not been engaged to represent Lessee in connection with any questions, investigation or audit by the Internal Revenue Service. This engagement shall cease upon the filing of the Form 8038-G on behalf of the Lessee, except that Preparer shall assist in addressing inquiries relating to the Form 8038-G that may arise in connection with its initial processing by the Internal Revenue Service. This engagement does not create any attorney-client relationship between Lessee and Preparer other than the limited engagement with respect to the preparation and filing of the Form 8038-G.

Lessee understands that Preparer regularly represents Lessor and its affiliates and may represent Lessor and its affiliates in connection with the Lease, and Lessee waives any conflicts of interest that may arise in connection with Preparer's engagement in this matter. In the event any disputes or threats of litigation involving Lessor and Lessee were to arise, Preparer would not represent either party with respect to such disputes or litigation. Lessee agrees not to object to Preparer's ability to represent Lessor or any of its affiliates in connection with the Lease or on any existing and future matters.

Preparer will provide to Lessee and Lessor a copy of the Form 8038-G prepared and filed by Preparer. Maintaining accurate records and documentation is the responsibility of Lessee.

Preparer's fees for preparing and filing the Form 8038-G will be paid by Lessor on behalf of Lessee.

8038 INFORMATION

Item	Issuer Response
Name and address of Issuer	Name: _____ Address: _____
EIN of Issuer	EIN: _____
Name, title and telephone number of officer or employee of the issuer whom IRS may contact for information	Name: _____ Title: _____ Telephone: _____
Will any proceeds of the Lease be used for any purpose other than capital expenditures to obtain new equipment?	[Unless contrary information is provided below, the response to this question will be understood to be "No."] Yes/No: _____
Has the issuer designated the issue under Section 265(b)(3)(B)(i)(III), the small issuer exception?	[The response to this question will be understood to be as stated in the Bank Qualification Certificate relating to the Lease. If no such Certificate is delivered and no contrary information is provided below, the response to this question will be understood to be "No."] Yes/No: Yes
Has the issuer established written procedures to ensure all nonqualified bonds of the issue are remediated according to the requirements of the Internal Revenue Code and related regulations?	[Unless contrary information is provided below, the response to this question will be understood to be "No."] Yes/No: _____
Has the issuer established written procedures to monitor the requirements of Internal Revenue Code Section 148?	[Unless contrary information is provided below, the response to this question will be understood to be "No."] Yes/No: _____
Will some or all of the proceeds be used to reimburse expenditures? If so, state the amount of the expenditures and the date of the related official intent.	[Unless contrary information is provided below, the response to this question will be understood to be "No."] Yes/No: _____ Addition Information, if any: _____

Lessee: INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY,
OKLAHOMA AKA NORMAN PUBLIC SCHOOLS

Signature: X Tina Floyd

Printed Name/Title: X Tina Floyd Board President

Date: X 4-22-24

ACCEPTANCE CERTIFICATE

Re: **Schedule No. 2003886043 dated as of April 24, 2024 (the "Schedule"), to Master Lease Purchase Agreement dated as of April 24, 2024, each between Apple Inc., as Lessor, and Independent School District No. 29, Cleveland County, Oklahoma a/k/a Norman Public Schools, as Lessee.**

Apple Inc. is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part or all of the "Equipment" listed in the Schedule to the Master Lease Purchase Agreement referenced above. Receipt of this Acceptance Certificate allows Apple Inc. to commence the Lease and promptly pay Vendor(s) on behalf of Lessee. THIS ACCEPTANCE CERTIFICATE DOES NOT AFFECT LESSEE'S RIGHTS UNDER THE PURCHASE ORDER OR PRODUCT WARRANTY.

Payee Name: Apple Inc.

<u>Description or Invoice #</u>	<u>\$ Amount</u>
_____	\$ _____

Lessee hereby certifies and represents to and agrees with Lessor as follows:

- (1) The Equipment described above has been delivered to Lessee or its service provider, which may include a third-party integrator, and is accepted by Lessee on the date hereof.
- (2) Lessee has verified, or caused its service provider to verify, the contents of the Equipment delivered and hereby acknowledges that it accepts the Equipment described above for the purpose of commencing the Lease.
- (3) Upon partial acceptance, any undistributed funds shall be set aside in an internal escrow account for the benefit of Lessee until the remaining Equipment has been accepted. The internal escrow account will be provided free of charge with the understanding that any interest earned shall be retained by Lessor in consideration of managing the internal escrow account. Lessee acknowledges that Lessor may commingle such funds with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.
- (4) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Lease.
- (5) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or Event of Non-appropriation (each as defined in the Master Lease) under any Lease exists at the date hereof.
- (6) Immediately upon delivery and acceptance of all the Equipment, Lessee will notify Lessor of Lessee's final acceptance of the Equipment by delivering to Lessor the "Final Acceptance Certificate" below.

PARTIAL ACCEPTANCE CERTIFICATE (Only a portion of Equipment Has Been Accepted)

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

Signature: X _____

Printed Name/Title: X _____

Date: X _____

FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)

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

Signature: X  _____

Printed Name/Title: X TERRY UTLEY, TECH MGR _____

Date: X 9/6/24 _____

PLEASE RETURN PAYMENT REQUEST TO:
APPLE INC. ~ 1000 South McCaslin Blvd., Superior, CO 80027

Information Return for Tax-Exempt Governmental Bonds

Department of the Treasury
Internal Revenue Service

► Under Internal Revenue Code section 148(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/FO038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting Authority

Check box if Amended Return ☐

1 Issuer's name Cleveland County Educational Facilities Authority		2 Issuer's employer identification number (EIN) 52-1293803
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 201 S. Jones	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Norman, OK 73069		7 Date of issue 05/26/2023
8 Name of issue Educational Facilities Lease Revenue Bonds (Norman Public Schools Project) Tax-Exempt Series		9 CUSIP number 18604T FC7
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information R. Lindsay Bailey, Esq., Authority Counsel		10b Telephone number of officer or other employee shown on 10a (405) 329-6600

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11 Education	11	64,979,607.95
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>		
b If bonds are BANs, check only box 19b <input type="checkbox"/>		
20 If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	06/01/2033	\$ 64,979,607.95	\$ 58,570,000.00	7.5728 years	3.3155 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	64,979,607.95
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	953,386.75
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	
29 Total (add lines 24 through 28)	29	953,386.75
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	64,026,221.20

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	►	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	►	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	►	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 637735

Form **8038-G** (Rev. 10-2021)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY)
- c** Enter the name of the GIC provider ►
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY)
- c** Enter the EIN of the issuer of the master pool bond ►
- d** Enter the name of the issuer of the master pool bond ►
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(II) (small issuer exception), check box ► ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ►
- c** Type of hedge ►
- d** Term of hedge ►
- 42** If the issuer has superintegrated the hedge, check box ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► ☒
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☒
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ►
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY)

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.



Signature of issuer's authorized representative

May 26, 2023

Date

Rod Cleveland, Chairman

Type or print name and title

Paid Preparer Use Only

Print/type preparer's name

Preparer's signature

Date

Check ☐ if self-employed

PTIN

Firm's name ►

Firm's EIN ►

Firm's address ►

Phone no.



Financial Services
Education Finance

INVOICE #: 2003886043 - 01
REFERENCE #: 2003886043
CUSTOMER #: 722391339
DUE DATE: 05/24/2024
TOTAL DUE: \$303,620.00

☐ Check here if your billing or Equipment Location has changed or is incorrect. Please note changes on the reverse side.

Payments sent without a copy of this invoice may be subject to a delay in processing.

LEASE PAYMENT INVOICE

Remit Lease Payment to:
Apple Inc.
PO Box 74225
Cleveland, OH 44194-0301

	INVOICE #:	REFERENCE #:	CUSTOMER #:
	2003886043 - 01	2003886043	722391339
P.O. NUMBER:		EQUIPMENT DESCRIPTION:	
		SEE BELOW	
EQUIPMENT LOCATION:			
Independent School District No. 29, Cleveland County, Oklahoma a/k/a Norman Public Schools 131 South Flood Ave, Norman, OK 73069			

EQUIPMENT DESCRIPTION	DUE DATE	PAYMENT AMOUNT
Apple Computer Equipment	05/24/2024	\$303,620.00
	TOTAL DUE:	\$303,620.00

FOR PROPER CREDIT, PLEASE SUBMIT A COPY OF THIS INVOICE WITH PAYMENT



Purchase Order

Fiscal Year 2024

Page: 1 of: 1

B
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NPS ADMINISTRATIVE SERVICES
131 SOUTH FLOOD
NORMAN, OK 73069
Phone: 405-447-6555
Fax: 405-573-3555

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS

Purchase
Order #

24008529

Delivery must be made within doors of specified destination.

V
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N
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R

APPLE INC
MS198-3ED
12545 RIATA VISTA CIR
AUSTIN, TX 78727

S
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T
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NPS WAREHOUSE
4100 NORTH FLOOD
NORMAN, OK 73069
Phone: 405-366-5968
Fax: 405-573-3542

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
				24009985			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
05/02/2024	824		FOB DESTINATION			TECHNOLOGY SERVICES CENTER	
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading APPLE DEVICES						
1	SOLE SOURCE 1700 MACBOOKS STAFF USE GL Account: 31.0137.51000.673.0100.0000.00 0.050,			303,620.0	EACH	\$1.00	\$303,620.00
	***** GL SUMMARY *****						
	31.0137.51000.673.0100.0000.000.050,			\$303,620.00			

NOTICE TO VENDORS

Any Vendor who submits a signed invoice or accepts payment pursuant to this Purchase Order shall be deemed to adopt and affirm the following statement (unless the Vendor states on the invoice that the statement is incorrect in whole or in part.)

The Invoice or claim is true and correct.

The work, services or materials as shown by the invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished the Vendor, and

The Vendor has made no payment, directly or indirectly, to any elected official, officer or employee of this School District, of money or any thing of value to obtain payment.

In order to comply with safety standards, all compulsory items shipped must be accompanied by a Material Safety Data Sheet (MSDS).

1. Send all Invoice and correspondence to BILL TO address above.
2. Deliver all items transportation-prepaid.
3. FOB Destination.

By:

Carmina Cox
Director of Purchasing

VENDOR COPY

PO Total

\$303,620.00

ROSENSTEIN, FIST & RINGOLD

ATTORNEYS AT LAW

JOHN G. MOYER, JR.
JERRY L. ZIMMERMAN
FREDERICK J. HEGENBART
ERIC P. NELSON
JOHN E. FRIDDT
KENT B. RAINEY
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ADAM S. BREIPOHL
ERIC D. JANZEN
MARK S. RAINS
JANA R. BURK

ADAM T. HEAVIN
NATHAN R. FLOYD
GREGORY D. LOEFFLER

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

FACSIMILE
(918) 583-5617

INTERNET WEB SITE:
www.rfclaw.com

C.H. ROSENSTEIN (1893-1990)
HENRY L. FIST (1893-1976)
DAVID L. FIST (1931-2008)
A.F. RINGOLD (1931-2021)

OF COUNSEL

ALISON A. PARKER
LINDSEY E. ALBERS
MORGAN L. MEDDERS

September 18, 2024

Apple Inc.
1000 South McCaslin Boulevard
Superior, CO 80027

Independent School District No. 29 of
Cleveland County, Oklahoma, a/k/a
Norman Public Schools
131 South Flood Avenue
Norman, OK 73069

Re: Schedule Nos. 2003886043 and 2003768124, dated as of April 24, 2024 (the "Schedules"), to Master Lease Purchase Agreement and Addendum to Master Lease Purchase Agreement (Oklahoma School District), dated as of April 24, 2024 (the "Master Agreement"), by and between Apple Inc. ("Lessor") and Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools ("Lessee")

Ladies and Gentlemen:

We have acted as special counsel to Lessee in connection with the Master Agreement and the Schedules (the Schedules, together with the Master Agreement, solely as it relates to the Schedules, hereinafter, the "LPA"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the LPA.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the LPA and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a political subdivision duly organized and existing under the laws of the State of Oklahoma, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

2. Lessee has all requisite power and authority to enter into the LPA and to perform its obligations thereunder.

3. The execution, delivery and performance of the LPA by Lessee has been duly authorized by all necessary action on the part of Lessee.

4. All proceedings of Lessee and its governing body relating to the authorization and approval of the LPA, the execution thereof, and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Lessee has acquired or has arranged for the acquisition of the Equipment subject to the LPA, and has entered into the LPA, in compliance with any applicable public bidding laws.

6. The LPA has been duly executed and delivered by Lessee and constitutes the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

7. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending (or, to our knowledge, threatened) against Lessee in any court: (a) seeking to restrain or enjoin the delivery of the LPA or of other agreements similar thereto; (b) questioning the authority of Lessee to execute the LPA, or the validity of the LPA, or the payment of principal of or interest on the Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the LPA; or (d) affecting the provisions made for the payment of the LPA.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the LPA.

Sincerely,



Eric P. Nelson

For ROSENSTEIN FIST & RINGOLD

EPN:rr



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

CHRISTY FISHER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PJBS314	3/6/2025	IDENTITY AUTOMATION RENEWAL	391813	\$56,855.06

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
IDENTITY 2023 AUTH K-12 EDU QU SUB Mfg. Part#: RID-C-AUTH12 Electronic distribution - NO MEDIA Contract: MARKET	1743	7336153	\$8.90	\$15,512.70
IDENTITY 2023 LIFECYCLE K-12 EDU SUB Mfg. Part#: RID-C-LIFE12 Electronic distribution - NO MEDIA Contract: MARKET	1743	7315894	\$16.56	\$28,864.08
IDENTITY 2024 RI ADV+SUPPORT 1Y Mfg. Part#: SUP-S-ADVNC Electronic distribution - NO MEDIA Contract: MARKET	1	7825828	\$12,478.28	\$12,478.28

SUBTOTAL	\$56,855.06
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$56,855.06

PURCHASER BILLING INFO	DELIVER TO
Billing Address: NORMAN PUBLIC SCHOOLS ACCOUNTS PAYABL 4100 N FLOOD AVE NORMAN, OK 73069-8236 Phone: (405) 447-6555 Payment Terms: NET 30 Days-Govt/Ed	Shipping Address: NPS WAREHOUSE 4100 N FLOOD AVE NORMAN, OK 73069-8236 Shipping Method: ELECTRONIC DISTRIBUTION
Please remit payments to:	



Sales Contact Info

Daisy Arroyo | (866) 579-6341 | daisarr@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$56,855.06	\$1,629.47/Month	\$56,855.06	\$1,863.14/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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TERMS AND CONDITIONS

SALES AND SERVICE PROJECTS

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY

THE TERMS AND CONDITIONS OF PRODUCT SALES AND SERVICE PROJECTS ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("CUSTOMER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE PRODUCTS OR BY ENGAGING THE CDW AFFILIATE IDENTIFIED ON THE INVOICE, STATEMENT OF WORK OR OTHER CDW DOCUMENTATION ("SELLER") TO PROVIDE PRODUCT OR PERFORM OR PROCURE ANY SERVICES, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS, UNLESS CUSTOMER AND SELLER HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

ANY GENERAL DESCRIPTION OF THE TYPES OF PRODUCTS OR SERVICES AND RESULTS THEREOF POSTED ON ANY SELLER WEBSITE OR MOBILE APPLICATION DO NOT CONSTITUTE PART OF THE AGREEMENT BETWEEN SELLER AND CUSTOMER.

Important Information About These Terms and Conditions

These Terms and Conditions constitute a binding contract between Customer and Seller and are referred to herein as either "Terms and Conditions" or this "Agreement". Customer accepts these Terms and Conditions by making a purchase from or placing an order with Seller or shopping on any Seller Website or Mobile Application (each, a "Site") or otherwise requesting products (the "Products") or engaging Seller to perform or procure any Services (as this and all capitalized terms are defined herein). These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions posted on a Site at the time Customer places an order or signs a Statement of Work will govern the order in question unless otherwise agreed in writing by Seller and Customer.

Customer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting Seller. In addition, Internet connectivity requires access services from an Internet access provider. Contact your local access provider for details. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions or any purchase order or invoice, or any document in electronic or written form that is signed and delivered by each of the parties for the performance of Services other than Third Party Services (each, a "Statement of Work"). This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

Governing Law

THESE TERMS AND CONDITIONS, ANY STATEMENTS OF WORK, THE SERVICES HEREUNDER AND ANY SALE OF PRODUCTS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN COOK COUNTY, ILLINOIS, AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided

Seller under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

Title; Risk of Loss

If Customer provides Seller with Customer's carrier account number or selects a carrier other than a carrier that regularly ships for Seller, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and Customer's rights therein are contained in the license agreement between such licensor(s) and Customer.

Services

Customers may order services (collectively, "Services") from or through Seller from time to time. Certain Services may be provided by third parties, including, but not limited to, extended warranty service by manufacturers, and are sold by Seller as distributor or sales agent ("Third Party Services").

In the case of Third Party Services, Customer shall consider the third party to be the contracting party and the third party shall be the party responsible for providing the services to the Customer and Customer will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. Customer and Customer's Affiliates (defined below) hereby release Seller and Seller's Affiliates (defined below) from any and all claims arising from or relating to the purchase or provision of any such Third Parties Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by Seller will be collected solely in the capacity as an independent sales agent. For purposes of this Agreement (a) "Affiliate" means, with respect to Seller, entities that Control, are Controlled by, or are under common Control with Seller; and, with respect to Customer, entities both that Control are Controlled by, or are under common Control with Customer, and (b) "Control" or "Controlled" means the possession, directly or indirectly, of the power to direct or cause the direction of the affairs of another whether by ownership of shares, ability to appoint officers, contract or otherwise.

Where Services are ordered in a Statement of Work, each Statement of Work hereby incorporates these Terms and Conditions and constitutes a separate agreement with respect to the Services performed. Seller, or any of its Affiliates on behalf of Seller, may execute a Statement of Work. In the event of an addition to or a conflict between any term or condition of the Statement of Work and these Terms and Conditions, these Terms and Conditions will control, except as expressly amended in the applicable Statement of Work by specific reference to this Agreement. Each such amendment will be applicable only with respect to such Statement of Work and not to future Statements of Work. Changes to the scope of the Services described in a Statement of Work will be made only in a writing executed by authorized representatives of both parties. Seller will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by these Terms and Conditions and the applicable Statement of Work. Each Statement of Work may be signed in separate counterparts each of which shall be deemed an original and all of which together will be deemed to be one original.

Cooperation

In addition to any specific Customer duties set forth in any applicable Statement of Work, Customer agrees to cooperate with Seller in connection with performance of the Services by providing: (i) timely responses to Seller's inquiries and requests for approvals and authorizations, (ii) access to any information or materials reasonably requested by Seller which are necessary or useful as determined by Seller in connection with providing the Services, including, but not limited to, physical and computer access to Customer's computer systems, and (iii) all Required Consents necessary for Seller to provide the Services. "Required Consents" means consents or approvals required to give Seller, its Affiliates, and its and their subcontractors the right or license to access, use and modify all data and third-party products. Customer acknowledges and agrees that the Services are dependent upon the completeness and accuracy of information provided by Customer and the knowledge and cooperation of the agents, employees or subcontractors ("Personnel") engaged or appointed by Customer who are selected by Customer to work with Seller.

Seller will follow all reasonable Customer security rules and procedures, as communicated in writing by Customer to Seller from time to time.

Access

Seller may perform the Services at Customer's place of business, at Seller's own facilities or such other locations as Seller and Customer deem appropriate. When the Services are performed at Customer's premises, Seller will attempt to perform such Services within Customer's normal business hours unless otherwise jointly agreed to by the parties. Customer will also provide Seller access to Customer's staff and any other Customer resources (and when the Services are provided at another location designated by Customer, the staff and

resources at such location) that Seller determines are useful or necessary for Seller to provide the Services. When the Services are provided on Customer's premises or at another location designated by Customer, Customer agrees to maintain adequate insurance coverage to protect Seller and Customer's premises and to indemnify and hold Seller and its Affiliates, and its and their agents and employees harmless from any loss, cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising out of any product liability, death, personal injury or property damage or destruction occurring at such location in connection with the performance of the Services, other than solely as a result of Seller's gross negligence or willful misconduct.

Payment

Orders are not binding upon Seller until accepted by Seller. Customer agrees to pay the total purchase price for the Products plus shipping (to the extent shipping is not prepaid by Customer), including shipping charges that are billed to Seller as a result of using Customer's carrier account number. Terms of payment are within Seller's sole discretion. In connection with Services being performed pursuant to a Statement of Work, Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth in the applicable Statement of Work. If no payment schedule is provided, Customer will pay for the Services as invoiced by Seller. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by Seller. Seller, or any of its Affiliates on behalf of Seller may issue an invoice to Customer. Seller may invoice Customer separately for partial shipments, and Seller may invoice Customer for all of the Services described in a Statement of Work or any portion thereof. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay for, and will indemnify and hold Seller and its Affiliates harmless from, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of or otherwise associated with any Statement of Work, the Products or the Services. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with the necessary supporting documentation. In the event of a payment default, Customer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are not received as described above, Seller reserves the right to suspend Services until payment is received. Customer hereby grants to Seller a security interest in the Products to secure payment in full. Customer authorizes Seller to file a financing statement reflecting such security interest. Except as otherwise specified on an applicable Statement of Work, Customer will reimburse Seller for all reasonable out-of-pocket expenses incurred by Seller in connection with the performance of the Services, including, but not limited to, travel and living expenses.

Export Sales

If this transaction involves an export of items (including, but not limited to, commodities, software or technology) subject to the Export Administration Regulations, such items were exported from the United States by Seller in accordance with the Export Administration Regulations. Customer agrees that it will not divert, use, export or re-export such items contrary to United States law. Customer expressly acknowledges and agrees that it will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time but currently includes Cuba, Iran, Sudan, and Syria. Customer also expressly acknowledges and agrees that it will not export, re-export, or provide such items to entities and persons that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List, or Unverified List. In addition, manufacturers' warranties for exported Products may vary or may be null and void for Products exported outside the United States.

Warranties

Customer understands that Seller is not the manufacturer of the Products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that may be provided by Seller or its Affiliates. SELLER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer expressly waives any claim that it may have against Seller or its Affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any Product and also waives any right to indemnification from Seller or its Affiliates against any such Claim made against Customer by a third party. Customer acknowledges that no employee of Seller or its Affiliates is authorized to make any representation or warranty on behalf of Seller or any of its Affiliates that is not in this Agreement.

Seller makes no warranties to the Customer and the Customer hereby acknowledges that Seller makes no warranties in regard to the applicability of all laws and regulations affecting, without limitation the manufacture, performance, sale, packaging and labelling of the

Products which are in force within the Customer's territory.

Customer further acknowledges and agrees that Seller makes no representations, warranties or assurances that the Products are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and Customer agrees to indemnify Seller in connection with any such use of the Products. Customer further agrees to review and comply with the manufacture's disclaimers and restrictions regarding the use of the Products in high risk environments.

Seller warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy and Seller's entire liability with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Seller in writing within five (5) business days after performance of the applicable Services. EXCEPT AS SET FORTH HEREIN OR IN ANY STATEMENT OF WORK THAT EXPRESSLY AMENDS SELLER'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT OR IN A STATEMENT OF WORK EXPRESSLY AMENDING SELLER'S WARRANTY.

Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Services. SELLER, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES.

Seller will not be responsible for and no liability shall result to Seller or any of its Affiliates for any delays in delivery or in performance which result from any circumstances beyond Seller's reasonable control, including, but not limited to, Product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates or completion dates provided by Seller or any purported deadlines contained in a Statement of Work or any other document are estimates only.

Pricing Information; Availability Disclaimer

Seller reserves the right to make adjustments to pricing, Products and Service offerings for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes and errors in advertisements. All orders are subject to Product availability and the availability of Personnel to perform the Services. Therefore, Seller cannot guarantee that it will be able to fulfill Customer's orders. If Services are being performed on a time and materials basis, any estimates provided by Seller are for planning purposes only.

Credits

Any credit issued by Seller to Customer for any reason must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Products and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

Limitation of Liability

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS

OR RECOMMENDATIONS BY SELLER OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM; OR (B) \$50,000.00.

Limited License

Customer's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the Services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Agreement that are embodied in such work or materials ("Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Products solely for Customer's internal use. Customer will have no ownership or other property rights thereto and Customer shall have no right to use any such Work Product for any other purpose whatsoever. Customer acknowledges that Sellers may incorporate intellectual property created by third parties into the Work Product ("Third Party Intellectual Property"). Customer agrees that its right to use the Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.

Confidential Information

Each party anticipates that it may be necessary to provide access to information of a confidential nature of such party, the Affiliates or a third party (hereinafter referred to as "Confidential Information") to the other party in the performance of this Agreement and any Statement of Work. "Confidential Information" means any information or data in oral, electronic or written form which the receiving party knows or has reason to know is proprietary or confidential and which is disclosed by a party in connection with this Agreement or which the receiving party may have access to in connection with this Agreement, including but not limited to the terms and conditions of each Statement of Work. Confidential Information will not include information which: (a) becomes known to the public through no act of the receiving party; (b) was known to the receiving party, or becomes known to the receiving party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information; or (c) is independently developed by agents, employees or subcontractors of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable.

Each party agrees to hold the other party's Confidential Information confidential for a period of three (3) years following the date of disclosure and to do so in a manner at least as protective as it holds its own Confidential Information of like kind but to use no less than a reasonable degree of care. Disclosures of the other party's Confidential Information will be restricted (i) to those individuals who are participating in the performance of this Agreement or the applicable Statement of Work and need to know such Confidential Information for purposes of providing or receiving the Products or Services or otherwise in connection with this Agreement or the applicable Statement of Work, or (ii) to its business, legal and financial advisors, each on a confidential basis. Each party agrees not to use any Confidential Information of the other party for any purpose other than the business purposes contemplated by this Agreement and the applicable Statement of Work. Upon the written request of a party, the other party will either return or certify the destruction of the Confidential Information of the other party.

If a receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other party, the receiving party will give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

Return Privileges

CDW allows Customer returns based on the policies of the original product manufacturer. Software is not returnable if the packaging has been opened. If software was distributed electronically, it is not returnable if the licenses were downloaded. For additional information see CDW's full Product Return Policy at the following link: [Return Policy](#). Customers should contact CDW Customer Relations at 866.SVC.4CDW or e-mail at Customer Relations to initiate a return or for additional information. Customers must notify CDW Customer Relations of any damaged Products within fifteen (15) days of receipt.

Termination

Either party may terminate performance of a Service or a Statement of Work for cause if the other party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified party will, subject to the provision of warranties herein, have thirty (30) days to remedy its performance except that it will only have ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination, unless such default is incapable of being cured within the time period in which case the defaulting party will not be in breach (except for Customer's payment obligations) if it used its reasonable efforts to cure the default. In the event of any termination of the Services or a Statement of Work, Customer will pay Seller for all Services performed and expenses incurred up to and including the date of termination plus any termination fee if one is set forth in the applicable Statement of Work. In such event Customer will also pay Seller for any out-of-pocket demobilization or other direct costs resulting from termination. Upon termination, all rights and obligations of the parties under the Service or Statement of Work (as applicable) will automatically terminate except for any right of action occurring prior to termination, payment obligations and obligations that expressly or by implication are intended to survive termination (including, but not limited to, limitation of liability, indemnity, confidentiality, or licensing of Work Product and this survival provision).

Provisions Related to Custom Imaging

If in connection with the provision of Products or Services, Customer desires to have Seller provide installation of custom software images, Customer will be required to execute an Installation Indemnity Agreement, a form of which is provided at <http://www.cdw.com/forms/indemnity/app.asp>

Arbitration

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims) arising from or relating to the Products, the Services, the interpretation or application of these Terms and Conditions or any Statement of Work or the breach, termination or validity thereof, the relationships which result from these Terms and Conditions or any Statement of Work (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or Seller's or any of its Affiliates' advertising or marketing (collectively, a "Claim") WILL BE RESOLVED, UPON THE ELECTION OF ANY OF SELLER, CUSTOMER OR THE THIRD PARTIES INVOLVED, EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. If arbitration is chosen, it will be conducted pursuant to the Rules of the American Arbitration Association. If arbitration is chosen by any party with respect to a Claim, neither Seller nor Customer will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. Further, Customer will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim. Notwithstanding any choice of law provision included in these Terms and Conditions, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Chicago, Illinois. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Seller arising out of the Products or Services will be exclusively litigated in court rather than through arbitration.

Personal Data

If and to the extent that Seller will process Personal Data on behalf of Customer in the provision of Services under this Agreement, the Data Processing Agreement provided at <https://www.cdw.com/content/cdw/en/terms-conditions/cdw-data-processing-agreement.html> shall apply to such processing and is incorporated by reference. As used herein, "Personal Data" means any information that identifies relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household in connection with the Services performed for Customer, including without limitation any information that qualifies as "personal information" or "personal data" under data protection laws applicable to Seller.

Miscellaneous

Seller may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products or the performance of Services or assign the right to receive payments, without Customer's consent. Customer may not assign these Terms and Conditions, or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, these Terms and Conditions will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No provision of this Agreement or any Statement of Work will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture. If any term or condition of this Agreement or a Statement of Work is

found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Agreement or the applicable Statement of Work. Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or airmail or one (1) day after such notice is sent by courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.

International Services

If and to the extent that any Statement of Work involves the provision of Services remotely by Seller to a Customer location outside of the United States, the following additional terms shall apply with respect to those Services only.

Customer will pay for, and will indemnify, defend and hold Seller and its Affiliates and each of their respective directors, officers, employees and agents harmless from loss (of any kind), cost, damage or expense (including, but not limited to, attorney’s fees and expenses) arising out of any Taxes. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with the necessary supporting documentation. Any taxes, charges, fees, penalties and interests in respect thereof that are the responsibility of Customer hereunder may be invoiced by Seller in the Product or Services invoices or separately. For purposes of this Section, “Taxes” means any applicable sales, use, transaction, value added, goods and services tax, harmonized sales tax, withholding tax, excise or similar taxes, and any foreign, provincial, federal, state or local fees or charges (including but not limited to, environmental or similar fees) and any income or business tax liability, including any penalties and interest in respect thereof, imposed on, in respect of or otherwise associated with any transaction hereunder, or the Purchased Items (except taxes on or measured by the net income of Seller).

If the Laws or a governmental authority imposes or adopts regulation, or there is a change in the Laws, which requires Seller or any of its Affiliates to register and/or obtain a governmental license, permit, or consent to make the Services available within a jurisdiction, Seller has the right not to make available or terminate the Service to the Customer’s Affiliate(s) in such jurisdiction without any liability whatsoever to the Customer or its Affiliates. For purposes of this Agreement, “Laws” means any applicable federal, state, provincial, local, municipal, regional, foreign, international, multinational or other constitution, law, statute, treaty, rule, regulation, regulatory or legislative requirement, ordinance, license, restriction, judicial or administrative order, code, common law or other pronouncement having the effect of law.




Customer and Seller are solely obligated to address and resolve all claims, controversies or disputes associated with provision of Services (including any damages or injuries to a party’s foreign Affiliates) in the United States as provided in the Arbitration clause above. In the event a party’s foreign Affiliate brings suit or makes a claim or demand against the other party or an Affiliate of the other party located outside of the United States, such party will work with its foreign Affiliate to dismiss the suit, claim, or demand, and such party will bring such suit, claim or demand against the other party directly in the United States instead. In addition, such party will reimburse the other party or the other party’s Affiliates for any of the costs or expenses that the other party or the other party’s Affiliates reasonably incurred while responding to the suit, claim or demand brought by such party’s foreign Affiliate.

Version Date: June 23, 2023

Related Links

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- [Site Accessibility](#)
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Softchoice
20 Mowat Avenue
Toronto, ON M6K 3E8

Sales/Order desk
Phone: (800) 268-7638
Fax: (800) 268-7639

Quote	Q-1020928
Date	25-Apr-2022

Budgetary Quote

Ship To :
Andrew Younkins
Norman Public Schools
131 S FLOOD AVE
NORMAN, OK 73069-5463

Bill To:
Andrew Younkins
Norman Public Schools
131 S FLOOD AVE
NORMAN OK
73069-5463

Quote Prepared For	Andrew Younkins Norman Public Schools Phone: (405) 366-5822 Email: ayounkins@normanps.org
Quote Sent By	Marco Perruzza marco.perruzza@softchoice.com Phone: Fax:
Anniversary Date	
Authorization Number	
Agreement End Date	
Comments	

OKLA EES - Budgetary Quote - Level B Pricing Q-1020928 to Reflect Pricing As Per Microsoft State Contract SW 1079

Item #	Mfg SKU #	Description	Qty	Billing Frequency	Start Date	End Date	Usage Country	License Type	Unit Price	Extended Price
2000279437	AAD-38391	M365 EDU A3 Unified ShrdSvr ALNG SubsVL MVL PerUsr	1600	Upfront	01-Oct-2022	30-Apr-2023	United States	Subscription	\$54.61	\$87,376.00
2000279443	AAD-38397	M365 EDU A3 Unified ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft	15449	Upfront	01-Oct-2022	30-Apr-2023	United States	Subscription	\$0.00	\$0.00

Budgetary Quote

2000279361	9EA-00039	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic	40	Upfront	01-Oct-2022	30-Apr-2023	United States	Perpetual License & Maintenance	\$38.98	\$1,559.20
2000279574	M6K-00001	O365EDUA1 ShrdSvr ALNG SubsVL MVL PerUsr	205	Upfront	01-Oct-2022	30-Apr-2023	United States	Subscription	\$0.00	\$0.00
2000279371	9EM-00562	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic	1000	Upfront	01-Oct-2022	30-Apr-2023	United States	Term License & Maintenance	\$6.78	\$6,780.00
2000400489		Quote as per SW 1079 state contract								
GROUP TOTAL									\$95,715.20	

SUBTOTAL		\$95,715.20
DELIVERY: Ground - 3 to 5 days		\$0.00
State Tax		\$0.00
Local Tax		\$0.00
All currency in this quote is in (USD).	TOTAL	\$95,715.20

Payment options are only available in listed currency and not billable in other currencies. Pricing, availability, and special offers are subject to change at any time. This document and the transaction(s) to which it pertains are governed by Softchoice's online terms of sale, unless a separate purchase agreement was signed by both your company and Softchoice, in which case, that separate agreement will govern. Softchoice's terms of sale can be found <http://www.softchoice.com/softchoice-terms-and-conditions-for-products>

As noted in the Microsoft Enterprise Agreement, any online subscription services within this quote will automatically renew annually unless Softchoice is notified in writing at least 30 days prior to your anniversary. If you are within the final year of your agreement the previous statement does not apply; new products and quantities will be reviewed in your renewal process.

Signature :

Name :

Title :

Budgetary Quote

Date :

PO# : {{PO_es :signer1}}



MANAGED SECURITY PROTECTION SERVICES SOFTWARE SUBSCRIPTION

This United Complete Managed Services Schedule (this “**Schedule**”) is entered into as of **July 1, 2025** (the “**Effective Date**”), by and between United Systems LLC. (“**United Systems**”) and **Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools** (“**Client**”). This Schedule is subject to the terms of the Master Services Agreement between United Systems and Client dated **July 1, 2024** (the “**Agreement**”). Capitalized terms used in this Agreement and not otherwise defined have the meaning given to them in the Agreement.

Site Location(s):	Norman Public Schools, 131 S Flood Ave., Norman, OK 73069		
Primary Client Contact:	Christy Fisher	Emergency Phone #:	405-366-5822
Secondary Client Contact:	Andrew Younkings	Emergency Phone #:	405-366-5822

Services Included In This Agreement

United Systems will provide the following Services to Client under this Schedule, subject to the terms hereof. See Appendix A for further description of the Services, and Appendix B for the United Complete Service Level Agreement:

United Complete™ Services Included Coverage
United Complete™ Monitoring -- proactive monitoring and maintenance of critical network Managed Devices with 24x7 alerting, and quarterly performance reporting and analysis for monitored devices
United Complete™ Customer Service Center -- access to United Systems' Customer Service Center during Normal Business Hours
Site Documentation
Technology Review
United Complete™ Managed Server -- unlimited support from United Systems network engineers for emergencies, issues and proactive maintenance related to Windows servers*
United Complete™ Network Support -- unlimited support from United Systems network engineers for emergencies, issues and proactive maintenance related to Windows servers* and network devices**.
United Complete™ Managed Wireless Network -- unlimited support from United Systems technicians for emergencies, issues and proactive maintenance related to the wireless controller(s) and access points.
United Proactive™ Services Included Coverage
United Proactive™ Workstation
United Complete™ Optional Services Included Coverage
United Managed Cloud Service
Complete Managed Detection and Response with 24/7 Monitoring
United Managed Duo Multi-Factor Authentication (MFA)

*Windows Servers include any servers that require any version of the Windows Operating System to operate.

****Network Devices** include products such as routers, network switches and SAN/NAS appliances. An inventory of devices monitored under this Schedule is included in Appendix A.

The pricing below is based on an initial review of Client's current servers and network infrastructure, as inventoried in Appendix A. The parties agree to review changes to and additional information learned regarding Client's environment and the other aspects of this Schedule on a monthly basis and update fees and Managed Devices under this Schedule to reflect any changes. Client may provide a "Device Modification Request" using a form supplied by United Systems if it wishes to initiate an update to the Covered Devices. In no event will any reductions in Covered Devices decrease monthly fees by more than 40% than the monthly fees below.

Fees:

Account Executive:	Alvin Myers	Billing Cycle:	Monthly, In Advance
		Setup Fee:*	N/A
		Monthly Fee:	\$15,908.73
		Annual Fee:	\$96,641.96
Notes:	Discounted rates (below) apply for work added at Client's request above and beyond Services included in this Schedule. Services may be performed remotely or onsite per Client approval.		
CURRENT RATES FOR ADDITIONAL SERVICES **			
RESOURCE	STANDARD RATE/HR		DISCOUNTED RATE/HR
Senior Engineer	\$235		\$195
Engineer	\$190		\$165
System Technician	\$165		\$145
Device Technician	\$145		\$125
Cabling Technician	\$125		\$105

During the installation process, a network probe may be installed, and initial standardization and configuration of Client's environment is performed. This process includes but is not limited to IP addresses, SNMP, agent deployment, and rack inventory.

*Setup Fee is a one-time charge for new clients to ensure the integrity of the network and desktop environment.

**Hourly rates subject to change on an annual basis.

Additional Terms and Signature:

APPENDIX C CONTAINS ADDITIONAL TERMS AND CONDITIONS REGARDING THE SERVICES PROVIDED UNDER THIS SCHEDULE. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS READ AND AGREES TO BE BOUND BY THIS SCHEDULE (INCLUDING THE ATTACHED APPENDICES) AND IS AUTHORIZED TO EXECUTE THIS SCHEDULE.

United Systems LLC

Norman Public Schools

By: _____

By: _____

Print Name and Title

Print Name and Title

Date: _____

Date: _____

Date Submitted: April 10, 2025. Fees above valid 30 days from date of submission.

APPENDIX A

Managed Devices and Service Description

Quantity	Description	Notes
75	Managed Server	See server list below
800	Proactive Workstation	Via report run on 2/27/2024
40	Managed Network	7x Dell Dell Networking N4032F 1x Dell N2048P 1x Dell N3048EP-ON 13x Dell N3048P 9x Dell N3248P-ON 2x HP 8360-32Y4C (JL700A) 7x Aruba 7210 Wireless Controllers
1	Managed Wireless Network	Aruba Wireless Network
2	Managed Cloud Service	Duo MFA, EDR/MDR
875	Complete MDR	Managed Detection and Response with 24/7 Monitoring 75 servers + 800 Workstations
18	Duo MFA	Select Admin Users

List of 61x Servers:

ADDC1	ELL-MS02	MUNISSQL
ADDC2	ELL-NHS	NHS1-NVR
ALCOT-NVR	ELL-NORTH	NHS2-NVR
ANDREW-TEST	HV01	NNHS1-NVR
ASC-NVR	IC-SQL	NNHS2-NVR
CLEVELAND-NVR	IDENTITYBRIDGE	NPS-WEBEX
DATA1	IRVING-NVR	PAPERCUT
DATA2	ISC-NVR	PAPERCUTSTUDENT
DELLOME	JACKSON-NVR	PDC-NVR
DESTINYSERVER16	JEFFERSON-NVR	RADIUS
DHCP1-2019	KENNEDY-NVR	REAGAN-NVR
DHCP2-2019	KMS	ROOSEVELT-NVR
DIM-NVR	KMS22	TRANS-NVR
EARTHSMARTV2	LAKEVIEW-NVR	TRIAD-NVR
EISENHOWER-NVR	LINCOLN-NVR	TRUMAN-NVR
ELL-EE-DA	LMS-NVR	TRUMANPRIMARY-N
ELL-ELEM01	MADISON-NVR	WASHINGTON-NVR
ELL-ELEM02	MAGICINFO	WHITTIER-NVR
ELL-ELEM03	MCKINLEY-NVR	WILSON-NVR
ELL-ELEM04	MDT	
ELL-ELEM05	MONROE-NVR	

UNITED COMPLETE™ SERVICE DESCRIPTION

United Systems is pleased to offer a customized package of high-value information technology Services for Client. While multiple components that are available with United Complete™ are described below, only those Services expressly specified above in this Schedule are provided.

United Complete™ Monitoring

The United Complete™ monitoring system will monitor Managed Devices 24 hours per day, 7 days per week. To the extent possible, monitoring will include system and service up/down status, system and application error logs, and performance of individual system components as recommended by United Systems engineers.

Monitoring capabilities can vary depending on the manufacturer of Managed Device and supported management protocols. United Systems can work with a variety of common management protocols including SNMP, Syslog, Microsoft Windows Event Log and Microsoft Windows Management Interface (WMI). Managed Devices must support one or more of these management protocols to be effectively monitored.

If a Managed Device reports that it is encountering a performance issue, United Systems and Client (upon request) will be notified of the issue via email. United Systems technicians will review and diagnose each alert, and contact the Client if prompt remediation is recommended. Remediation may take place remotely or onsite, as determined by the nature of the remediation required, Client's business requirements, and engineer or technician availability.

Client is advised that while monitoring and email alerting is automated 24 hours per day, United Systems will review, diagnose and respond to alerts during Normal Business Hours only. Client is also required to maintain a full-time Internet connection with sufficient bandwidth to accommodate the remote monitoring software, and enable remote access from United Systems into the Client network.

United Complete™ monitors vital health statistics for Managed Devices, including such metrics as computer and memory usage, available storage, backup logs, error messages, etc. A United Systems engineer will review these statistics each quarter for trends that may indicate current or future performance concerns, and present Client a summary report in plain language of any trends of concern, and priorities for remediation and next steps. Client will receive these quarterly reports via online delivery, and can discuss the report while the United Systems representative is onsite or any time via phone or email during Normal Business Hours by contacting United Systems through your Account Executive or our Customer Service Center.

United Complete™ Monitoring will only be in effect for United Complete™ Service categories selected by Client on this Schedule.

United Complete™ Customer Service Center

United Systems will provide Client with telephone, web and email access to the United Systems Customer Service Center during Normal Business Hours, which are:

8:00am – 5:00pm Central Time, Monday through Friday, excluding public holidays

Phone: (405) 778-8337

Email: support@unitedsystemsok.com. This will generate a customer support ticket in the United Systems dispatch system and will also email Customer a support ticket number.

Web: Visit www.unitedsystemsok.com click on Login, then Support.

The Customer Service Center may assist in scheduling routine requests for assistance and answering any questions regarding Services covered under this Schedule.

Site Documentation and Proactive Maintenance

United Systems on a yearly basis will clean network racks and associated equipment, dress racks and update network documentation including network diagrams, photos, and rack inventory.

Technology Review

United Systems firmly believes that a proactive approach to technology management is vital in assuring that Client's network assets support Client's needs reliably, predictably, and cost-effectively. United Systems will meet regularly with the Client to discuss Client's business and technology requirements, review performance trends and services provided, and plan proactive maintenance to help assure that Client hardware and software is maintained and managed effectively and efficiently.

United Complete™ Managed Server

United Systems will provide Client with network engineering support services as needed for the duration of this Schedule to address routine support, emergency support and proactive maintenance on Managed Devices that are servers. When United Systems' Customer Service Center is notified with a request for service, either from Client or through analysis of alerts provided by the monitoring system, the Customer Service Center will assign a priority level under the provisions of the Service Level Agreement as outlined in Appendix B ("SLA"), and using commercially reasonable efforts after Normal Business Hours. United Systems agrees to use commercially reasonable efforts to deliver the performance standards set forth in the SLA. Each incident will be assigned a Service Trouble Ticket number for tracking. The escalation process will be handled per the Support Tier outlined in the SLA. United Complete Managed Server Includes Patch Management and Endpoint Security.

Managed Server also covers remote or on-site scheduled technical support, as needed, for network Managed Devices and the software that is core to their operation.

United Complete™ Managed Server will include as applicable:

- Patch Management
- Endpoint Security
- Management and support of wide area network connectivity
- Network support documentation (Visio maps, device documentation)
- User moves/email moves adds/changes and deletes
- File server storage management
- Server print queue/driver management
- Server hardware support (Restricted to warranty incidents or incidents where parts are provided.)
- Active Directory management
- DNS/DHCP management
- Bug/Crisis mitigation using OS/firmware updates on key devices
- Advanced remote control (Telnet, SSH Support, RDP, Web)
- Proactive health monitoring
- Automated service recovery
- Automated defrag
- Hyper-V Hypervisor Support and Monitoring
- VMware ESXi performance monitoring
- Microsoft Windows Server 2012 and older are not supported.
- Microsoft Windows Server 2012 end of support date was October 10, 2023.

United Complete™ Managed Network

United Systems will provide Client with network engineering support services as needed for the duration of this Schedule to address routine support, emergency support and proactive maintenance on Managed Devices that are network devices. When United Systems' Customer Service Center is notified with a request for service, either from Client or through analysis of alerts provided by the monitoring system, the Customer Service Center will assign a priority level under the provisions of the SLA, and using commercially reasonable efforts after Normal Business Hours. United Systems agrees to use commercially reasonable efforts to deliver the performance standards set forth in the SLA. Each incident will be assigned a Service Trouble Ticket number for tracking. The escalation process will be handled per the Support Tier outlined in the SLA. Common Network Support devices include Appliances, Hypervisors, Content Filters, Firewalls, Routers, and Spam Filters.

Network Support also covers remote or on-site scheduled technical support, as needed, for network Managed Devices and the software that is core to their operation.

United Complete™ Network Support will include as applicable:

- Installation of patches and updates
- Firewall Rule and Security Audits
- Network device configurations
- Network device configuration management
- Management and support of wide area network connectivity
- Network support documentation (Visio maps, device documentation)
- Physical cabling plant consulting
- Server hardware support (Restricted to warranty incidents or incidents where parts are provided.)
- Bug/Crisis mitigation using OS/firmware updates on key devices
- Proactive health monitoring
- Minor cable runs in emergency situations

United Complete™ Managed Wireless Network

United Systems will provide Client with network engineering support services as needed for the duration of this Schedule to address routine support, emergency support and proactive maintenance on Managed Devices that are wireless controllers and/or wireless access points. When United Systems' Customer Service Center is notified with a request for service, either from Client or through analysis of alerts provided by the monitoring system, the Customer Service Center will assign a priority level under the provisions of the Service Level Agreement as outlined in Appendix B ("SLA"), and using commercially reasonable efforts after Normal Business Hours. United Systems agrees to use commercially reasonable efforts to deliver the performance standards set forth in the SLA. Each incident will be assigned a Service Trouble Ticket number for tracking. The escalation process will be handled per the Support Tier outlined in the SLA.

Managed Wireless Network also covers remote or on-site scheduled technical support, as needed, for network Managed Devices and the software that is core to their operation.

United Complete™ Managed Wireless Network will include as applicable:

- Audit and ensure security services are active and configured correctly (during onboarding)
- Review the wireless network configuration for performance and channel optimization (during onboarding)
- Ensure VLANs are configured correctly per SSID
- Audit SSID's to ensure correct network connectivity to network resources
- Firmware updates
- Network support documentation (Visio maps, device documentation)
- Update policy rules as needed
- Connectivity monitoring of the wireless IP access points

UNITED PROACTIVE™ SERVICE DESCRIPTION

United Systems is pleased to offer a customized package of high-value information technology Services for Client. While multiple components that are available with United Proactive™ are described below, only those Services specified in this Schedule are provided. United Proactive services are license-only SKU's and do not include labor or support services. Labor will be billed at the discounted hourly rate.

United Proactive™ Workstation

United Proactive™ Workstation combines monitoring and alerting services with software patch and Endpoint Protection to help protect covered systems and provide proactive notification of real or potential issues. The purpose of this Service is to allow the Client to have insight into the operating condition of their environment and to keep the covered systems up-to-date. The Client can either be notified via e-mail with our automated system or contact from the Customer Service Center. All United Systems technical or engineering services for resolution of issues will need to be requested by the Client and will be billable at the discounted hourly rates.

UNITED COMPLETE™ OPTIONAL SERVICES

United Managed Cloud Service

Managed Cloud Service support is designed primarily to provide support of third party cloud services such as Google G Suite, Office 365, Meraki Dashboard, Extreme Cloud IQ, and other supported cloud services.

- Labor for troubleshooting service incidents
- Adds, Moves, Changes
- Service Health Monitoring
- Connectivity Monitoring of IP Endpoints
- Software/Firmware Updates

United Managed MDR/EDR

Managed Endpoint Detection and Response Service utilizes industry-leading software and includes several important capabilities. Managed EDR is a signature-less approach to threat detection decreasing the risk of 0-day attacks. EDR uses artificial intelligence and machine learning to track possible threats and act on your behalf to address them, delivering results that are both fast and accurate.

Endpoint detection and response (EDR) solutions are a type of endpoint security software. An EDR solution helps you lock down and secure systems at the endpoint level, helping protect both those endpoints and the wider network against cybercriminals. EDR tools are often compared to standard antivirus solutions, but they offer a range of capabilities that are not typically included in antivirus tools. EDR is incompatible with all other anti-virus/anti-malware software.

United Managed Duo MFA

United Managed Duo MFA leverages the power of Cisco Duo to secure covered Client systems. This Service includes licensing, adds, moves, changes and new application integration support. Managed Duo MFA is designed to bring 2FA or MFA into a single pane of glass for enhanced visibility into end-user authentications. Duo MFA security shields covered applications from compromised credentials and devices, and its coverage helps you meet compliance requirements with ease.

APPENDIX B

Service Level Agreements

Response and Resolution Times

The following table shows the targets of response, resolution and escalation threshold times for each priority level. All times are measured during Normal Business Hours:

Priority Level Definition	Priority Level	Target Response Time	Target Resolution Time	Escalation Threshold
Network down (all users and functions unavailable).	1	1 hour callback, remote or onsite response within 4 hours	ASAP	2 hours after first response
Significant degradation of Network (large number of users or business critical functions affected)	2	4 hours callback, remote or onsite response within 4 hours	ASAP	8 hours after first response
Limited degradation of network or user issue (one or small number of users or functions affected, business process can continue).	3	8 hours callback, remote or onsite response by next business day	ASAP, as commercially reasonable	48 hours after first response
Single user, non-critical issue (business process can continue, one user affected).	4	8 hours callback, remote or onsite response by next business day	ASAP, as commercially reasonable	96 hours after first response

* The above target times only apply to Services directly provided by United Systems. United Systems does not make any commitments or guarantees regarding response, resolution or escalation times of 3rd party providers or vendors.

Support Tiers

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, and the issue is identified and initially documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced engineers.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3 rd party (vendor) support engineers to resolve the most complex issues.

Client may request emergency services outside of Normal Business Hours to respond to critical network issues. Emergency services rendered via remote assistance or onsite assistance outside of Normal Business Hours are subject to be billed at double the normal rate for requested services.

United Systems will provide Client with access to a quarterly summary report that includes all requests for services, the problem statement and resolution for each request.

APPENDIX C

UNITED COMPLETE TERMS AND CONDITIONS

1. Managed Services

- (a) "Managed Device" means the server, workstation, local area networking equipment, wide area networking equipment, and other IT components located at the Client location(s) specified above, so long as such Managed Devices have been disclosed to and accepted by United Systems and meet the requirements of this Schedule. To be a Managed Device, the United Systems managed service agent program must be added to such component. Managed Devices do not include hardware or application software unless specifically listed on this Schedule.
- (b) United Systems will use commercially reasonable efforts to detect and avoid the malfunction of Managed Devices. Proactive services include monitoring, alerting and patch management. These services are designed to report to United Systems performance and availability data concerning Client's network and to alert United Systems' Customer Service Center to potential problems. Monitoring Services do NOT include the provisions of any intrusion detection services nor do they address any other security concerns.
- (c) United Systems will use diligent efforts to manage the restoration of malfunctioning Managed Devices to good working order. It is Client's responsibility to enter into appropriate warranty/replacement arrangements with hardware and software vendors, and to keep United Systems updated with all information required to enlist vendors' technical support including e-mail and phone contact information along with any customer codes or access information that may be required. All vendor and third-party technical support fees are the responsibility of Client. United Systems reserves the right to utilize the services of manufacturer's representatives for repairs guaranteed by those manufacturers under separate service contracts.
- (d) Client's data backup systems may be listed as a Managed Device on this Schedule. However, Client agrees and understands that, unless United Systems is providing Client with a fully managed backup solution under a separate Schedule, United Systems is only able to verify that backup systems are reporting proper operation and can make no guarantees as to whether or not actual backups are taking place. Client is solely responsible for ensuring that data backups have actually been performed and are available in the event of any failure of the backup subsystem which leads to any data loss or the inability of the backup subsystem to restore data at any time. United Systems has no liability for any costs associated with data recovery/disaster recovery services.
- (e) When requested by United Systems, Client will ensure that all office workstations and laptops will be left turned on at night so United Systems can perform required workstation maintenance and proactive support.
- (f) United Systems will use diligent efforts to deploy software patches for operating system software in a manner that will, in a timely fashion, address the security or functionality concerns for which a patch was released. United Systems will only deliver patches that have been tested and released by the original manufacturer of the software being patched. Client acknowledges that some patches may cause operating difficulties or "break" other software, and agrees that United Systems will not be responsible for the potential adverse effects of applying such a patch.
- (g) It is the responsibility of Client to ensure that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. In no way is United Systems liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make any system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O/S or Software, or re-indexing databases, will be billed separately on a time and materials basis.

2. Normal Business Hours Support

Unless otherwise expressly agreed on the Schedule, United Systems provides Services under this Schedule only during Normal Business Hours, and all work performed by United Systems after Normal Business Hours will be billable to Client as an additional Service, per the terms of the Agreement and this Schedule.

3. Hardware

United Systems does not provide hardware warranty or maintenance services, and does not maintain an inventory of spare parts or replacement hardware. It is Client's responsibility to enter into appropriate warranty/replacement arrangements with hardware vendors. United Systems will use reasonable efforts to coordinate with hardware warranty/maintenance providers in the repair and replacement of defective hardware. United Systems reserves the right to utilize the services of manufacturer's representatives for repairs guaranteed by those manufacturers under

separate service contracts. United Systems shall have no obligation with respect to components that are identified by its manufacturer as a consumable or expendable item including, but not limited to, printer cartridges, fuser assemblies, batteries, print heads, magnetic media, paper supplies and similar items; handling all such items are the Client's responsibility.

4. Requirements for Managed Devices

- (a) All Managed Devices must operate in a clean, well ventilated and temperature controlled environment which is free of dust and smoke.
- (b) All Servers with Microsoft Windows Operating Systems must be running Windows 2012 Server or later, and have all of the latest United Systems' approved Microsoft Service Packs and Critical Updates installed. All Servers with Apple Macintosh Operating Systems must be running Snow Leopard Server (10.8.x) or later, and have all of the latest United Systems-approved Apple Software Updates installed.
- (c) Managed Devices with original manufacturing dates 48 months or more prior to the Effective Date of this Schedule are excluded from inclusion of coverage unless it is agreed that the unit will be "lifecycle" replaced within six (6) months from the inception of this Schedule. In the event such Managed Devices are not replaced within six (6) months any Services performed on them shall become billable at United Systems' current rate, less any applicable discounts due, per United Systems United Complete discounting.
- (d) Critical Servers and Network infrastructure must be protected under an enterprise warranty with next day on-site parts replacement.
- (e) Managed Devices must have a valid manufacturer's serial number, and Client must notify United Systems if it moves the primary location for any Managed Device to a different Client site.
- (f) It is recommended that all Managed Devices must be attached to a power surge protection device which has been UL® Listed with a protection threshold of at least 200 joules.
- (g) All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 8 Pro or later, and have all of the latest Microsoft Service Packs and Critical Updates installed. All Desktop Mac's and Laptops with Apple Macintosh Operating Systems must be running Snow Leopard (10.6.x) or later, and have all of the latest Apple Software Updates installed. If there are desktops/laptops that cannot meet this requirement due to hardware requirement deficiencies, they will still be covered under this Schedule but will not be subject to the response times listed in Appendix B.
- (h) All Server and Desktop Software must be genuine, licensed and vendor-supported.
- (i) The Managed Devices must have a currently licensed, up-to-date and United Systems-approved or provided Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email. No other Antivirus/Antimalware may be installed on the Managed Devices.
- (j) The Managed Devices must have a currently licensed, United Systems-approved server-based backup solution that can be monitored, and send notifications on job failures and successes. The system cannot be tape based and must include an off-site component.
- (k) The environment must have a currently licensed, vendor-supported hardware firewall between the internal network and the Internet that also provides network layer anti-virus and anti-spyware protection.
- (l) All Wireless data traffic in the environment must be securely encrypted with a minimum of the WPA2 encryption standard.
- (m) There must be an outside static IP address assigned to a network device, allowing VPN access.
- (n) United Systems may install remote monitoring and management software on Managed Devices as needed in order to comply with the terms of this Schedule. Client agrees not to disable this software during the term of this Schedule.

Material and labor costs required to bring Client's current environment up to these minimum standards are not included in this Schedule unless specifically agreed in writing by the parties.

Managed Devices that initially meet the above standards can later begin chronically failing. This means that the Managed Device repeatedly breaks down and consistently causes user and business interruption even though repairs are accomplished. Should this occur, while rare, Client agrees to work constructively and positively with United Systems to replace the Managed Device at additional cost through United Systems.

5. Disaster Planning

A formal disaster recovery or business continuation plan is NOT within the scope of this Schedule. Although the services to be provided under this Schedule are designed to provide managed IT continuity and will, under certain conditions, help Client recover from certain disasters, it should in no way be considered a formal disaster recovery or business continuation plan. If Client requires a disaster recovery or business continuation plan, including testing of the plan, United Systems can assist Client with the development of such a plan. All time spent in the development and testing of this plan would be billable at a discounted rate or as an agreed additional Service.

6. Documentation

United Systems will, at its expense, maintain updated documentation on Managed Devices to facilitate the providing of Service. Upon termination of the Agreement, if Client has paid all amounts due under the Agreement, Client will be provided with a printed or electronic copy of such documentation upon written request.

7. Exclusions

United Systems is not required to provide any Services except those Services expressly set forth in this Schedule. Without limiting the foregoing, the following items, fees, and/or services are excluded from the Service under this Schedule; any work performed related to the following will be billed at United Systems' standard rates:

- (a) Any service(s) required due to treatment or attempts to install, repair, maintain, or modify any Managed Devices or related software or peripherals by a non-United Systems authorized person or entity, including but not limited to negligent acts, improper configuration changes, new application installations, and upgrade installations.
- (b) Managed Device(s) which cannot be properly serviced due to end of life conditions, other withdrawal or termination of warranty or support by the manufacturer, unavailability of documentation or parts, or that exhibit excessive damage. United Systems will use commercially reasonable efforts to provide thirty (30) days' notice to Client of any issues under this clause.
- (c) Provision of supplies or accessories for any Managed Device(s) or electrical work external to Managed Device(s).
- (d) Maintenance of accessories, alterations, attachments, upgrades or other devices; or services related to any relocation of Managed Device(s) unless specifically listed in a Schedule.
- (e) The cost of any parts, equipment, or shipping charges of any kind.
- (f) Third-party software license fees, renewal fees, or upgrade fees of any kind (except in connection with software provided by United Systems in support of the Service).
- (g) The cost of any third-party vendor or manufacturer support or incident fees of any kind.
- (h) Programming (modification of software code) and program (software) maintenance.
- (i) Training services of any kind unless otherwise agreed in writing by United Systems.
- (j) Moving hardware from one physical address to another physical address.
- (k) United Systems covers only the maintenance support of the network connection of network enabled, shared printers/copiers, and the printer connection and printer drivers of locally attached printers. Any other printer maintenance is not covered.
- (l) Any peripheral attached to a workstation/laptop including, but not limited to USB hard drives, scanners, docking devices, cameras, and VoIP phones are not covered unless specifically listed on this Schedule.

8. E-Rate

- (a) Should Client receive E-Rate Basic Maintenance funding from the Universal Service Administrative Company (USAC) Schools and Libraries Division (SLD) for the SPIN of United Systems, the payments made to United Systems for E-Rate eligible services would be able to be applied to Client's portion required by the SLD.
- (b) This Schedule does not include parts, and parts will be billed on an "As needed basis". Upon approval from the SLD for Basic Maintenance with United Systems, the E-Rate Basic Maintenance Service Contract will cover parts under the rules of the program and will be billed as the incidents occur. Client will be billed its portion at the time the approved and eligible parts are invoiced.



AGREEMENT
ASSISTANCE LEAGUE® NORMAN
AND
Norman PUBLIC SCHOOLS
2025 - 2026

This Agreement is entered into by ASSISTANCE LEAGUE NORMAN, a chapter of NATIONAL ASSISTANCE LEAGUE, located 809 Wall street, Norman, Oklahoma, 73069 and Norman Public Schools, located, 131 South Flood, Oklahoma, 73069. Assistance League Norman through its philanthropic program OPERATION SCHOOL BELL® provides clothing for qualified residents of Norman who are attending Norman Public Schools. Norman Public Schools agrees to provide transportation to and from OPERATION SCHOOL BELL. Norman Public School will also provide supervision of students while the students are being served by OPERATION SCHOOL BELL.

I. OBLIGATIONS OF ASSISTANCE LEAGUE NORMAN

- A. ASSISTANCE LEAGUE NORMAN agrees to provide school clothing to qualified students who reside in Norman and attend a Norman Public School on a full time basis.
- B. OPERATION SCHOOL BELL services are to be provided by members or representatives of ASSISTANCE LEAGUE NORMAN at the OPERATION SCHOOL BELL facility located 809 Wall Street, Norman, Oklahoma 73069 or at an agreed upon location.
- C. ASSISTANCE LEAGUE NORMAN retains the right to either re-schedule or cancel appointments of students who arrive late. OPERATION SCHOOL BELL shall be closed during school vacation days, the first Thursday of each month, the Thursday of OU/Texas football game, Fall Break, and any other days mutually agreed upon by ASSISTANCE LEAGUE NORMAN and Norman Public Schools.
- D. Financial support of the purchase of clothing for this project shall be provided by ASSISTANCE LEAGUE NORMAN budget. For this reason, ASSISTANCE LEAGUE NORMAN reserves the right to change the quantity of clothing provided and to limit the number of children to be served by OPERATION SCHOOL BELL. Financial contributions to this project by ASSISTANCE LEAGUE NORMAN shall be made only as stipulated in the terms of this agreement.
- E. ASSISTANCE LEAGUE NORMAN shall maintain adequate liability insurance coverage in an amount not less than \$300,000 for this project.

II. OBLIGATIONS OF Little Axe PUBLIC SCHOOLS

- A. Qualifications of a student to receive OPERATION SCHOOL BELL services shall be determined by the student's teacher, counselor, or principal using the Eligibility Guidelines, prior to the referral of the student to OPERATION SCHOOL BELL.
- B. Norman Public School shall schedule schools and students participating in OPERATION SCHOOL BELL in coordination with ASSISTANCE LEAGUE NORMAN.
- C. Norman Public Schools employees shall be responsible for directly supervising students while students are being fitted for clothing at OPERATION SCHOOL BELL.
- D. Norman Public Schools shall be responsible for transporting students to OPERATION SCHOOL BELL.
- E. Norman Public Schools agrees OPERATION SCHOOL BELL, administered by ASSISTANCE LEAGUE NORMAN shall have approval in writing all forms or correspondence to be sent to students or parents/guardians which refer to ASSISTANCE LEAGUE NORMAN or OPERATION SCHOOL BELL.
- F. Norman Public Schools Counselors who are responsible for scheduling students to be served by OPERATION SCHOOL BELL shall attend a workshop conducted by ASSISTANCE LEAGUE NORMAN at OPERATION SCHOOL BELL prior to the first day of OPERATION SCHOOL BELL.
- G. Norman Public Schools shall maintain adequate liability insurance coverage.

III. PUBLIC RELATIONS

- A. ASSISTANCE LEAGUE NORMAN shall have sole identification with OPERATION SCHOOL BELL
- B. ASSISTANCE LEAGUE NORMAN shall have complete control of all publicity releases, brochures and other written material connected with this project.
- C. Written approval shall be received of those directly involved before use of names, electronic, Social media or a visual format is used by ASSISTANCE LEAGUE NORMAN

IV. RENEWAL AND TERMINATION

It is the intent of ASSISTANCE LEAGUE NORMAN to continue this project for an indefinite period of time. However, when either party determines it can no longer abide by the terms of this Agreement, it may terminate this Agreement by giving thirty days' written notice to the other party. In the case of termination, all assets shall return to their rightful owners as set forth in the Agreement and neither party shall have any further obligation thereafter.

My signature below indicates that I accept and agree to the terms of this Agreement and I have authority to enter into this Agreement on behalf of the organization I represent. This Agreement shall be in effect from June 30, 2025 through June 30, 2026.

Vice President Norman Public Schools Board Of Education
Alex Ruggiers

June 9, 2025

Date

President, Assistance League Norman

Date

Recording Secretary, Assistance League Norman

Date

VP Programs, Assistance League Norman

Date

AGREEMENT

This Agreement (“**Agreement**”) is made and entered into effective as of the last signature date set forth below, by and between the Committee for Children, a Washington non-profit corporation (“**CFC**” or “**Us**” or “**We**”) and the Independent School District #29 of Cleveland County, Oklahoma d/b/a Norman Public Schools (“**District**” or “**You**” or “**Customer**” or “**Licensee**”). CFC and District are each a “**Party**” to this Agreement and together they constitute the “**Parties**” to this Agreement.

BACKGROUND

- A. CFC provides social emotional learning, bullying prevention and child protection resources and implementation and support services.
- B. District has decided to purchase a license to the materials described and itemized on CFC Quote #5063460 dated March 25, 2025 (the “**Quote**”).
- C. The Second Step programs for the License (defined below) are designed for educators and do not collect or process student data. CFC shall provide services and/or supplies as provided in the License, and such other administrative support as CFC customarily provides to its licensed users.

AGREEMENT

NOW, THEREFORE, in consideration of the Background set forth above, the mutual promises made herein, and the compensation when paid in accordance with the invoice to be issued by CFC, the sufficiency of which are hereby acknowledged and agreed, CFC and District mutually agree as follows:

1. Terms of Agreement. By entering into this Agreement, the Parties agree and understand that their entire relationship, and all promises, representations, and understandings and arrangements concerning the details of their relationship shall be governed by this Agreement and the document referenced in this Section 1 (the “**License**”), together with the Quote, each of which is made a part of this Agreement and is hereby incorporated by this reference, including with respect to any hyperlinks included therein, and which more fully set forth the Parties’ respective obligations in connection with the Services, Curriculum, and/or Kits (as described in the License) provided to District:

1.1 The Second Step® K-12 Digital Curriculum License Agreement, including all exhibits and hyperlinked content, as amended from time to time, (the “[Second Step K-12 License](#)”) is set forth below and applies to the Parties’ respective obligations in connection with the Services and Curriculum provided under the Second Step K-12 License.

2. Amendment; Counterparts. The provisions of this Agreement may not be amended except by an agreement in writing signed by both Parties. This Agreement or any amendment may be executed by the Parties in counterparts by exchange of signature pages by mail, facsimile or email (signatures in PDF or similar format), each of which will be deemed an original and all of which will together constitute the same instrument.

[Signatures follow on the page below]

IN WITNESS WHEREOF, the parties have executed this Agreement as of last date of signature set forth below.

COMMITTEE FOR CHILDREN

**INDEPENDENT SCHOOL DISTRICT #29 OF CLEVELAND
COUNTY, OKLAHOMA
D/B/A NORMAN PUBLIC SCHOOLS**

Signature:  _____
Name: Loretta Corwin
Title: Director of Finance
Date: 5/21/2025

Signature: _____
Name: Alex Ruggiers
Title: Board Vice President
Date: 6/9/2025

Exhibits to this Agreement *(in addition to those incorporated via hyperlink):*

Exhibit A	Quote 5063460
Exhibit B	Second Step® K-12 Digital Curriculum License Agreement

Exhibit A: Quote



1085 Andover Park East
Tukwila, WA 98188 USA
800-634-4449 FAX: 206-343-1445
orders@cfchildren.org

Quote	
Quote #	5063460
Date	3/25/2025
Customer ID	10112439

Bill To	Ship To
Norman Public Schools 131 South Flood Norman OK 73069 United States	Elizabeth Whittle Norman Public Schools 131 South Flood Norman OK 73069 United States

Requested By	Ship To	Setup Admin	Entered By
Elizabeth Whittle	Elizabeth Whittle	Name: Elizabeth Whittle Email: ewhittle@normanps.org	Tyler Morrison

Item	Description	Start Date	End Date	QTY	Rate	Amount
904101	Second Step Grades K-8, Multi-Site Pricing, 1-Year Licenses	8/16/2025	8/16/2026	22	\$2,586.00	\$56,892.00
	Renewing Subscription ID: 80034780					
10%	10% Discount applied To Line Item Above				-10%	(\$5,889.20)
DISCOUNT						

Subtotal	\$51,202.80
Discount	
Shipping & Handling	\$0.00
Sales Tax	\$0.00
TOTAL	\$51,202.80

Please remit in US Funds.

Make check payable to: Committee for Children

*Sales tax rates are based on the ship to address. All rates are estimates until shipped. If tax was included in this quote and your organization is state sales tax exempt, email your state sales tax exemption ID and certificate to orders@cfchildren.org.

Client Memo: Final year of 10% volume discount.

Shipping Method: UPS Ground (UPS)

Your Second Step program License purchase is governed by the applicable License Agreement at: <https://secondstep.org/license-agreements> and as attached to this quote.

Prices valid for 120 days from quote date.

Please include quote ID:5063460 on your order to guarantee pricing.

1 of 1

Exhibit B: Second Step® K-12 Digital Subscription License Agreement

Last Updated: March 2024

Applies if first use is on or after March 28, 2024

This Digital Subscription License Agreement (“**Agreement**”) governs the access, use and improvement of the online service and support (the “**Service**”) that allow schools, school districts, and related persons or entities (“**you**,” “**your**” or “**Customer**”) and any authorized (i) educator or other personnel accessing the Service on behalf of Customer in an authorized classroom (“**Educators**”), or (ii) parents or guardians of students viewing certain family resources (“**Parents**”) (Educators and Parents, collectively, “**Authorized Users**”) to access Second Step Elementary, Second Step Middle School, and Second Step High School (together, also referred to as “**Second Step K-12**”) digital lessons, videos, supplemental and related activities, professional learning, an administrative dashboard, and other resources, as further specified hereunder (collectively, the “**Curriculum**”) and your use and the use by Authorized Users of the Curriculum provided by Committee for Children (“**Committee for Children**,” “**CFC**,” “**we**,” or “**us**”).

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT TERMS THAT AFFECT YOU AND YOUR USE AND USE BY AUTHORIZED USERS OF THE SERVICE AND THE CURRICULUM. BY ACCESSING OR USING THE SERVICE OR USING THE CURRICULUM AND BY PERMITTING AUTHORIZED USERS TO DO SO, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND OUR [DATA PROCESSING ADDENDUM](#) AND OUR [TERMS OF USE](#), BOTH OF WHICH ARE INCORPORATED BY THIS REFERENCE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR OUR DATA PROCESSING ADDENDUM AND/OR OUR TERMS OF USE, YOU WILL NOT BE PERMITTED TO ACCESS OR USE THE SERVICE OR THE CURRICULUM. In the event of any conflict between the terms of this Agreement and the Terms of Use, the terms in this Agreement shall prevail. The Data Processing Addendum is Exhibit A to this Agreement. CFC reserves the right to modify this Agreement in its sole discretion, at any time, and will provide notice of such changes by sending you an email, by providing notice through the Services, or by updating the “Last Updated” date at the top of these terms.

Your continued use of the Services indicates your agreement to be bound by any and all subsequent modifications. If you are licensing the Services on behalf of another party, you are responsible for ensuring that such party’s access and use of the Services complies with the terms of this Agreement.

1. Consent to Electronic Communications; Eligibility. CFC may be required by law to send communications to you that pertain to the Service or the Curriculum and your use thereof. You consent to receive these communications electronically (e.g., via email, through the CFC websites, or via the Service) in accordance with our [Privacy Policy](#).

You must be at least 18 years of age to access or use the Service or the Curriculum. By using the Service or the Curriculum, you represent and warrant that you (a) are 18 years of age or older; (b) have not been

previously suspended or removed from the Service or engaged in any activity that could result in suspension or removal from the Service; (c) have the full power and authority to enter into this Agreement and in so doing will not violate any other agreement to which you are a party; (d) are not barred from receiving or using the Service or the Curriculum under the laws of the United States or any other applicable jurisdiction; and (e) to the extent that you make available the Service or the Curriculum to an Authorized User, you will ensure that each Authorized User meets the above eligibility requirements, as applicable, and acts in accordance with this Agreement, including the Terms of Use, and you will be responsible for the acts and omissions of each Authorized User under this Agreement. You further represent and warrant that you are authorized to agree to the terms of this Agreement and our Terms of Use on behalf of any and all Authorized Users. If you are accessing or using the Service or the Curriculum on behalf of another person or entity, you represent that you are authorized to accept this Agreement and our Terms of Use on that person or entity's behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates this Agreement or our Terms of Use.

2. Scope of License to the Service.

2.1. License to Service and Curriculum. Subject to the terms and conditions of this Agreement, CFC grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during your Subscription to (a) access and use the Service and the Curriculum and any associated documentation and information provided by CFC online via CFC's website(s) or, in the case of downloadable portions of the Curriculum, via a hosted, password protected platform owned and controlled by you and used to deliver such portions of the Curriculum to Educators, (b) display and perform the Service and the Curriculum, (c) download, use, copy and distribute the downloadable portions of the Curriculum and permit Educators to download, copy and use the same; all of the foregoing solely for your own or an Educator's internal, noncommercial use and solely for purposes of real-time, synchronous, classroom instruction (in-person or remote over a secure, locked, password-protected service), and (d) invite Parents to use a proprietary activation key to access certain family resources regarding the Service and Curriculum solely for family review and engagement. Any CFC updates or upgrades to the Service or Curriculum, including any updates or upgrades that supplement or replace the original Service or Curriculum shall also be governed by this Agreement unless separate license terms accompany such updates or upgrades, in which case such separate terms will govern in the event of a conflict between such separate terms and this Agreement or as otherwise provided in such separate terms. We reserve the right, but shall have no obligation, in our sole discretion, to modify, update, upgrade or otherwise make changes, modifications, alterations, additions to or deletions from the Service and the Curriculum and to change, modify, alter, add to, or eliminate features, functionality or components from the Service or Curriculum at any time without notice and without obligation or liability to you.

2.2. Rights to Customer Data. You agree that, in order to provide the Service and the Curriculum, CFC may process, transfer, use, store, transmit, display, and modify the data provided to CFC on behalf of Customer, including data that relates to you and your Authorized Users ("**Customer Data**"). To the extent that CFC processes Personal Data (as defined in the Data Processing Addendum attached hereto as Exhibit A) contained within Customer Data in connection with this Agreement, it will be subject to

the Data Processing Addendum. As between you and CFC, you retain all right, title and interest in and to Customer Data. You also acknowledge and agree that, where not prohibited by applicable law, CFC may deidentify and aggregate technical, usage, and other data about you and your Authorized Users' use of the Service and the Curriculum ("**Aggregated Data**"). CFC may use the Aggregated Data to analyze, improve, support and operate the Service and the Curriculum and otherwise for any business purpose, during and after the term of this Agreement. For clarity, Aggregated Data excludes any Personal Data (as defined in the Data Processing Addendum attached hereto as Exhibit A) and will not identify any Authorized User, your school, or district. Aggregated Data will not be considered Customer Data. For clarification, the Service does not require the collection or processing of student data, and you agree not to provide or submit any student data to CFC (unless otherwise agreed to in writing).

3. License Restrictions.

The rights granted in Section 2.1 of this Agreement constitute the entirety of your rights with respect to the Service and the Curriculum and CFC reserves all rights in and to the Service and the Curriculum not expressly granted to you in this Agreement. The license granted to you in Section 2.1 is for internal purposes only and does not allow you or any Authorized User to do any of the following: (a) except as specifically provided in Section 2.1, permit or authorize any third party (other than an Authorized User) to access or use the Service; (b) use the Service or Curriculum on any device you do not own or control, except with respect to Parents that are invited to view family resources; (c) reverse engineer, decompile, disassemble or attempt to discover any source code or trade secrets related to the Service or any proprietary materials of CFC; (d) modify, alter or create any derivative works of the Service or the Curriculum; (e) remove, alter or obscure any copyright, trademark or other proprietary rights notice on or in the Service or the Curriculum; (f) use or incorporate your trademark(s) or other proprietary notice(s) or any third party trademark(s) or other proprietary notice(s) on, in or in connection with the Service or the Curriculum or to suggest or imply any association between you or any third party and CFC or the Service or the Curriculum; (g) work around any technical limitations in the Service; (h) combine, integrate into or with, or otherwise connect for any purpose the Service or the Curriculum with your goods or services or any third-party goods or services (other than rostering Educators or the hosting of the Service on an authorized school district or school platform used to deliver the Service and the Curriculum to Authorized Users) without CFC's written consent or (i) use the Service or the Curriculum for purposes other than those for which it was designed or permitted under this Agreement, including, but not limited to, for purposes of downloading or distributing the Curriculum or any other content made available via the Service (except as provided in Section 2.1). Unless stated in this Agreement or otherwise by CFC, nothing in this Agreement shall be construed as conferring any right or license to intellectual property rights, whether by estoppel, implication, statute or otherwise. If you or any Authorized User breach any of these restrictions, you may be subject to prosecution and damages. The license granted in Section 2.1 is revocable at any time.

4. Ownership of the Service and the Curriculum. The Service and the Curriculum are licensed, not sold, subject to the terms of this Agreement. The Service and the Curriculum are valuable property of CFC and our licensors and are protected by copyright and other intellectual property laws and treaties. CFC, and our licensors, own all right, title, and interest in and to the Service and the Curriculum, including all copyright

and other intellectual property rights therein, and no ownership or equivalent rights shall be transferred hereunder.

5. Payment Terms.

5.1 Subscriptions. We offer different subscription plans for access and use of the Service and the Curriculum (each, a “**Subscription**”), on an annual or other periodic basis, all as specified on [the Service site](#).

WHEN YOU REGISTER FOR A SUBSCRIPTION, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT (A) CFC (OR OUR THIRD PARTY PAYMENT PROCESSOR) IS AUTHORIZED TO CHARGE YOU IN FULL OR ON A PERIODIC BASIS (AS SELECTED BY YOU VIA THE SERVICE) FOR YOUR SUBSCRIPTION (IN ADDITION TO ANY APPLICABLE TAXES AND OTHER CHARGES) IN ADVANCE; AND (B) YOUR SUBSCRIPTION WILL CONTINUE THROUGH THE APPLICABLE SUBSCRIPTION TERM UNLESS WE SUSPEND OR STOP PROVIDING ACCESS TO THE SERVICE IN ACCORDANCE WITH THIS AGREEMENT.

5.2 Cancellation Policy. YOU MAY CANCEL YOUR SUBSCRIPTION AT ANY TIME BY CALLING COMMITTEE FOR CHILDREN AT THE NUMBER INDICATED ON OUR [CONTACT US](#) PAGE. IF YOU CANCEL YOUR SUBSCRIPTION WITHIN NINETY (90) DAYS OF PURCHASE, YOU WILL RECEIVE A FULL REFUND. COMMITTEE FOR CHILDREN HAS NO OBLIGATION TO REFUND ANY AMOUNTS FOR SUBSCRIPTIONS CANCELLED MORE THAN NINETY (90) DAYS AFTER PURCHASE.

5.3 Free or Promotional Trials. From time to time, to the extent legally permitted, we may offer free or reduced rate promotional trials of certain Subscriptions for specified periods of time without payment or for a reduced promotional price. If we offer you a free or promotional trial, the specific terms of your trial will be provided in the marketing materials describing the particular trial, during the registration process on SecondStep.org, or when the code for the trial is entered on SecondStep.org. ONCE YOUR FREE OR REDUCED-RATE PROMOTIONAL TRIAL ENDS, YOUR ACCESS TO AND RIGHT TO USE FOR ALL PURPOSES THE SERVICE AND THE CURRICULUM WILL AUTOMATICALLY END, WITHOUT NOTICE FROM US. AT SUCH TIME (OR AT ANYTIME BEFORE THE END OF YOUR FREE OR REDUCED RATE PROMOTIONAL TRIAL), YOU HAVE THE OPTION TO PURCHASE A SUBSCRIPTION THROUGH THE PROCESS DESCRIBED IN THIS AGREEMENT. WE RESERVE THE RIGHT TO MODIFY OR TERMINATE FREE OR REDUCED-RATE PROMOTIONAL TRIALS AT ANY TIME, WITHOUT NOTICE, AND IN OUR SOLE DISCRETION.

5.4 Payment and Billing Information. By providing a payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you permit us (or our third-party payment processor) to charge your payment method for the total amount of your Subscription or other purchase (including any applicable taxes and other charges). If the payment method cannot be verified, is invalid or is otherwise not acceptable, your order may be suspended or cancelled. You must resolve any problem we encounter in order to proceed with your order. In the event you want to change or update payment information associated with your account, you can do so

by calling, emailing or otherwise contacting us to adjust or edit your payment information. You acknowledge that the amount billed may vary due to promotional offers, changes to your Subscription or changes in applicable taxes or other charges, and you authorize us (or our third-party payment processor) to charge your payment method for the corresponding amount.

5.5 Pricing and Availability. All prices are shown in US dollars and applicable taxes and other charges, if any, are additional. We reserve the right to adjust prices as we may determine in our sole discretion, at any time and without notice; provided, however, that if we change the amounts or other charges associated with your Subscription, we will provide advance notice of such changes. We will not, however, be required to notify you of changes in any applicable taxes. All of our Service, Curriculum and Subscriptions are subject to availability, and we reserve the right to impose quantity limits on any order, to reject all or part of an order, or to discontinue offering certain Service, Curriculum or Subscriptions without prior notice, even if you have already placed an order.

5.6 Taxes. You are responsible for any sales, duty or other governmental taxes or fees due with respect to your purchase of a Subscription. We will collect applicable sales tax if we determine that we have a duty to collect sales tax. We will present any taxes that we are required to collect on your invoice, but note that actual taxes charged may be adjusted from the amount shown on the invoice. Several factors may cause this, such as variances between processor programs and changes in tax rates.

6. Customer Privacy Obligations. You represent and warrant that: (a) that you have sufficient rights in Customer Data to grant the rights granted to CFC in Section 2.2; (b) all Customer Data provided in connection with the Service and the Curriculum is and will remain accurate and complete, and you will maintain and update such data as needed; (c) all Customer Data has been collected in accordance with Applicable Law (as defined in the Data Processing Addendum) including the provision of any required notice and the collection of any required consents necessary for CFC's provision of the Service and the Curriculum; and (d) CFC's use of Customer Data in accordance with this Agreement and on your instructions will not cause CFC to violate any Applicable Law.

7. Feedback. You may provide CFC with comments, suggestions, observations, information, and other feedback regarding the performance, features, and functionality of the Service, including in response to any surveys or questions posed by CFC or its authorized representatives (collectively, "Feedback"). To the extent you voluntarily provide Feedback, you understand and agree that the Service-related and Curriculum-related data and information obtained or collected by CFC in connection with such access will be non-confidential and part of any Feedback you provide under this Agreement. CFC will own exclusive rights, including, without limitation, all intellectual property rights, in and to all Feedback and any resulting upgrades, updates, modifications, alterations, additions or changes to the Service or the Curriculum based on the Feedback, and will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

8. Support Resources. CFC may provide certain support or maintenance resources for the Service and/or the Curriculum during your Subscription. If you have any questions regarding the Service or the Curriculum, please contact CFC at 800-634-4449 or support@cfchildren.org.

9. No Warranty. IN ADDITION TO THE WARRANTY DISCLAIMERS IN OUR TERMS OF USE, YOU ACKNOWLEDGE AND AGREE THAT (A) THE SERVICE OR THE CURRICULUM MAY CONTAIN BUGS, ERRORS, AND DEFECTS; (B) ACCESS AND USE OF THE SERVICE AND THE CURRICULUM IS AT YOUR SOLE RISK; (C) THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU; AND (D) YOU SHALL HAVE NO CLAIM AGAINST CFC OR RIGHT TO ANY REFUND FOR ANY UPDATE, UPGRADE, MODIFICATION, ALTERATION, CHANGE, ADDITION TO OR DELETION FROM THE SERVICE OR THE CURRICULUM OR WITH RESPECT TO ANY FEATURE, FUNCTIONALITY OR COMPONENT OF THE SERVICE OR THE CURRICULUM. CFC SHALL HAVE NO LIABILITY OF ANY KIND FOR THE USE OF, OR INABILITY TO USE, THE SERVICE OR THE CURRICULUM OR FOR ANY LOSS OF DATA. CFC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR THE CURRICULUM WILL BE DELIVERED FREE OF ANY INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS (COLLECTIVELY, “**FAULTS**”) OR IN A SECURE MANNER OR THAT ANY FAULTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, STATEMENT, REPRESENTATION OR ADVICE GIVEN BY CFC OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY.

THE LAWS OF SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. TO THE EXTENT THOSE LAWS APPLY, THE EXCLUSIONS ABOVE AND IN OUR TERMS OF USE MAY NOT APPLY TO YOU.

10. Limitation of Liability. IN ADDITION TO THE LIMITATIONS OF LIABILITY IN OUR TERMS OF USE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CFC OR ANY OF THE OTHER CFC PARTIES (AS DEFINED IN OUR TERMS OF USE) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO YOUR ACCESS OR USE OR THE ACCESS OR USE BY ANY AUTHORIZED USER OF THE SERVICE OR THE CURRICULUM (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM YOUR RELIANCE OR THE RELIANCE BY AUTHORIZED USERS ON ANY INFORMATION OBTAINED FROM CFC, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION, FAULTS, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO CFC’S RECORDS, PROGRAMS OR SYSTEMS), AND EVEN IF CFC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY (OR ITS AFFILIATES, AS APPROPRIATE) FOR ANY AND ALL CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EXCEED IN THE AGGREGATE, THE FEES PAID OR PAYABLE BY CUSTOMER TO CFC DURING THE TERM OF THE AGREEMENT.

ALL LIMITATIONS OF LIABILITY UNDER SECTION 10 WILL APPLY EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY, FAIL OF THEIR ESSENTIAL PURPOSE, AND REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

11. Indemnification. CFC acknowledges that Customer's indemnity obligations in this Agreement may be limited and qualified in accordance with Local Law (defined below), as applicable. Subject to the foregoing, in addition to your indemnification obligations set forth in our Terms of Use, to the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless CFC Parties from and against any losses, liabilities, claims, demands, damages, expenses or costs ("**Claims**") arising out of or related to (a) your access to or use of the Services and Curriculum; (b) your violation of this Agreement; (c) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); (d) an Authorized Users' access to or use of the Services and Curriculum or violation of this Agreement or the Terms of Use; or (e) Customer Data (including, without limitation, the violation of any Applicable Law). You agree to promptly notify the CFC Parties of any third-party Claims, cooperate with CFC Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees). You also agree that the CFC Parties will have control of the defense or settlement, at CFC's sole option, of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and CFC or the other CFC Parties.

12. Term and Termination; Survival. The license granted under Section 2 shall be in effect from the date you first access the Service until the end of your Subscription. Either party may terminate this Agreement at any time, with or without cause, by providing written notice (email is sufficient) of termination to the other party. Upon such termination, the license granted under Section 2.1 will automatically terminate and you must promptly: (a) cease accessing and using the Service and any information related to the Service; and (b) destroy all information related to the Service in your possession or control. The following sections of this Agreement will survive any termination or expiration of this Agreement: Sections 1, 2.2, 3–15 and Exhibit A, Data Processing Addendum.

13. Severability. If any term, clause, or provision of this Agreement is held invalid or unenforceable, then that term, clause, or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision of this Agreement.

14. Miscellaneous. This Agreement (including the Data Processing Addendum), together with CFC's Terms of Use and Privacy Policy (as applicable), constitute the entire agreement between CFC and you regarding your Subscription and use of the Service and the Curriculum. To the extent mandated by the law of the state, province or country in which Customer is located ("**Local Law**"), the Local Law shall govern without reference to choice of law principles and venue shall be the appropriate state or federal courts mandated by Local Law. OTHERWISE, THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON, USA, WITHOUT REFERENCE TO ITS CHOICE OF LAW PRINCIPLES, AND THE PARTIES HEREBY IRREVOCABLY

CONSENT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN KING COUNTY, WASHINGTON, USA.

15. Contact. If you have any questions or concerns regarding the Service or this Agreement, please contact CFC by email at support@cfchildren.org or by mail or phone at:

Committee for Children
1085 Andover Park East
Tukwila, WA 98188
800-634-4449

Exhibit A to Second Step® K-12 Digital Subscription License Agreement

DATA PROCESSING ADDENDUM

Last Updated: March 2024

Applies if first use is on or after March 28, 2024

This Data Processing Addendum (“**Addendum**”) supplements the Second Step® K-12 Digital Subscription License Agreement (the “**Agreement**”), between You (“**Customer**”) and Committee for Children (“**CFC**”), is effective as of the date You begin to implement use of the Services and Curriculum as defined in the Agreement (the “**Effective Date**”), and is hereby incorporated by reference into the Agreement. All capitalized terms not otherwise defined in this Addendum will have the meaning given to them in the Agreement. In the event of any inconsistency or conflict between this Addendum and the Agreement, this Addendum will govern. Customer and CFC agree as follows:

- 1. Personal Information.** In connection with providing the Service and the Curriculum under the Agreement, CFC will be Processing Personal Information on behalf of Customer. “**Personal Information**” means information that relates, directly or indirectly, to an identified or identifiable person (a “**Data Subject**”), which may include names, email addresses, postal addresses, or online identifiers, that Customer provides or submits in connection with the Agreement. For the avoidance of doubt “**Personal Information**” includes all information that falls under the definition of “**Personally Identifiable Information**” as that term is defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. §1232, 34 C.F.R. Part 99 (“**FERPA**”). As between Customer and CFC, all Personal Information is the sole and exclusive property of Customer.
- 2. CFC and Customer Responsibilities.** The parties acknowledge and agree that: (a) CFC is a processor and/or service provider, as applicable, with respect to Personal Information under Applicable Law (defined below); (b) Customer is a controller and/or business with respect to Personal Information under Applicable Law; and (c) each party will comply with the obligations applicable to it under Applicable Law with respect to the Processing of Personal Information.

3. CFC Responsibilities. "Process" or "Processing" means any operation or set of operations which is performed on Personal Information, whether or not by automated means, such as the access, collection, use, storage, disclosure, dissemination, combination, recording, organization, structuring, adaption, alteration, copying, transfer, retrieval, consultation, disposal, restriction, erasure and/or destruction of Personal Information. As a part of providing the Curriculum and the Service under the Agreement, CFC will:

(a) Process Personal Information solely in accordance with Customer's documented instructions, including as contained within the Agreement and as necessary to provide the Curriculum and the Service. Without limiting the foregoing, CFC will not: (i) collect, retain, use, or disclose Personal Information for any purpose other than as necessary for the specific purpose of performing the Service and providing the Curriculum, or as described in the Agreement, including use of the Personal Information for a commercial purpose other than providing the Service and the Curriculum; and (ii) sell the Personal Information;

(b) Process Personal Information in accordance with laws, rules, and regulations that apply to CFC's provision of the Service and the Curriculum under the Agreement, including, as applicable, the California Consumer Privacy Act ("CCPA"), FERPA, the Children's Internet Protection Act, Pub. L. 106-554 (the "CIPA"), the Protection of Pupil Rights Amendment Act, 20 U.S.C. §1232h, 34 C.F.R. Part 98 (the "PPRA"), and Washington's Public Records Act (the "PRA"), Chapter 42.56 RCW (collectively, "**Applicable Law**");

(c) not disclose Personal Information to any third party without first, except to the extent prohibited by Applicable Law, (i) notifying Customer of the anticipated disclosure (so as to provide Customer the opportunity to oppose the disclosure and obtain a protective order or seek other relief); (ii) obtaining Customer's prior consent to the disclosure; or (iii) imposing contractual obligations on the third party recipient that are at least reasonably equivalent to those obligations imposed on CFC under this Addendum;

(d) amend, correct, or erase Personal Information at Customer's reasonable written request and provide a means for Customer to update and make accurate Personal Information Processed by CFC;

(e) notify Customer of any third party request (by a Data Subject or otherwise) to (i) restrict the Processing of Personal Information; (ii) port Personal Information to a third party; or (iii) access, rectify, or erase Personal Information. CFC will use commercially reasonable efforts to assist Customer, at Customer's reasonable written request and expense, in complying with Customer's obligations to respond to requests and complaints directed to Customer with respect to Personal Information Processed by CFC;

(f) ensure that CFC personnel Processing Personal Information are subject to obligations of confidentiality; and

(g) keep Personal Information logically distinct from other information of CFC or its personnel, suppliers, customers or other third parties.

CFC will use commercially reasonable efforts to inform Customer if CFC becomes aware or reasonably suspects that Customer's instructions regarding the Processing of Personal Information may breach any Applicable Law.

4. CFC's Processing of Education Records. In the event that the Service involves CFC's Processing of Personal Information contained within Education Records (as defined within FERPA), CFC agrees that in performing its obligations under this Addendum, (1) CFC is acting as a "School Official," as that term is used in FERPA, by providing, developing, or evaluating educational products or services to Customer and Customer's students as described in the Agreement. Without limiting the generality of the foregoing, CFC will comply with applicable obligations related to education records and Personal Information, and will use the educational records and Personal Information of Customer's students only to the extent necessary to fulfill the specific purpose of this Addendum and the Agreement. CFC is under the direct control of Customer with respect to the use and maintenance of education records including, but not limited to, 34 C.F.R. §99.33, when using and re-disclosing Personal Information. CFC shall at all times reasonably comply with relevant policies or procedures of Customer relating to FERPA, privacy, minors, the protection of data, and the like, to the extent that such policies or procedures are not inconsistent with this Addendum, including, but not limited to, Customer's privacy statements.

- (a) *Production of Education Records.* During the Term, CFC shall after its receipt of a written request from Customer, produce to Customer any data, whether electronic or hard copy, that is in the possession of CFC and that constitutes an education record of a student of Customer. CFC shall not be required to comply with the foregoing if the requested record(s) is/are also in the possession of Customer.
 - (b) *Return of Education Records.* Unless CFC obtains Customer's written consent to the contrary, then reasonably promptly after the expiration of the Term or sooner termination of the Agreement, CFC shall return to Customer all data in its possession, whether electronic or hard copy, that contains or constitutes an education record of a student of Customer. CFC shall not be required to comply with the foregoing if CFC has no such data; or (b) the Customer already has access to such data and that such access shall continue indefinitely.
 - (c) *Destruction of Education Records.* During the Term, CFC shall not destroy any record that constitutes or contains Personal Information or an education record. After the expiration or sooner termination of the Agreement, CFC shall not destroy any record that constitutes or contains Personal Information or an education record of a student of Customer under FERPA without providing advance written notice to Customer.
 - (d) *Retention of Education Records.* After the expiration or sooner termination of the Agreement, CFC may retain data obtained as a result of this Addendum and the Agreement to the extent required to comply with applicable law or CFC's recordkeeping policies, or such data that is fully "de-identified," which, for the purpose of this Addendum, means that it has been stripped of all direct and indirect student identifiers and does not constitute "Personally Identifiable Information" under FERPA.
5. **Subcontractors.** CFC will not engage another processor to process Customer's Personal Information without authorization from Customer, which Customer hereby provides. Customer hereby provides its general written authorization for CFC's use of subcontractors to Process Personal Information on behalf of Customer.
 6. **Security Safeguards.** CFC will use commercially reasonable efforts to implement and maintain appropriate technical and organizational measures consistent with industry standards to protect and ensure the confidentiality, integrity, and availability of Personal Information.
 7. **Security Breach.** If CFC becomes aware of any actual Security Breach (defined below), CFC will take commercially reasonable efforts to, without undue delay: (a) notify Customer of the Security Breach and any third-party legal processes relating to the Security Breach; and (b) help Customer investigate, remediate, and take any action required under Applicable Law regarding the Security Breach. "Security Breach" means any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of Personal Information under CFC's possession or control. The obligations in this Section do not apply to incidents that are caused by Customer or Customer's personnel or Authorized Users.
 8. **Return or Destruction of Personal Information.** Upon written request by Customer or when CFC no longer is required to Process Personal Information to fulfill its obligations under the Agreement, CFC will use commercially reasonable efforts to (a) cease all use of Personal Information; and (b) return all Personal Information to Customer or, at Customer's option, destroy all Personal Information and all copies thereof, except to the extent that CFC is required under Applicable Law to keep a copy of Personal Information for a specified period of time.
 9. **Disclaimer.** CFC makes no representation or warranty that this addendum is legally sufficient to meet Customer's needs under applicable law, including the CCPA, FERPA, CIPA, PPRA and PRA. CFC expressly disclaims all representations or warranties, whether express, implied, statutory, through a course of dealing, or otherwise that this addendum will comply with or satisfy any of Customer's obligations under applicable law. Customer fully understands that it is solely responsible for complying with all of its obligations imposed by applicable law. The parties agree that there will be no presumption that any ambiguities in this addendum will be construed or interpreted against the drafter.

MEMORANDUM OF UNDERSTANDING
BETWEEN
NORMAN PUBLIC SCHOOLS
AND
OKLAHOMA OFFICE OF JUVENILE AFFAIRS

I. PURPOSE

This Memorandum of Understand (MOU) specifies the roles and responsibilities of the parties as they work together collaboratively to outline the agreement between Norman Public Schools (NPS) and Oklahoma Office of Juvenile Affairs (OJA) for substance abuse prevention and recovery programs for students and their families, as well as in-service training for teachers and staff at the Norman Public Schools.

II. ROLES AND RESPONSIBILITIES

a. Office of Juvenile Affairs

i. Will support NPS by providing substance abuse education for prevention and recovery services for the purpose of:

1. Preventing substance abuse by students.
2. Providing education about the dangers of substance abuse.
3. Providing recovery support for students actively abusing substances (including nicotine).
4. Providing support for families of actively abusing students.

b. Norman Public Schools

- i. Will ensure that the proper security precautions are in place in handling confidential information.
- ii. Will provide space for groups and individual sessions.

III. PERIOD OF MOU

- a. The period of this MOU is from the latest date of signature of both parties, through the 2025-2026 school year. Any proposed amendment must be signed by all parties to be effective.

IV. RELATIONSHIP OF PARTIES

- a. No agent or employee of any party shall be deemed an agent or employee of another party. Each party is solely responsible for the acts of its agents or employees.
- b. This MOU is for the benefit of the Parties and the public generally. It is not intended, nor may it be construed to create any third-party beneficiaries. The Parties agree to work in good faith to fulfil their responsibilities under this MOU.

V. CONFIDENTIALITY

- a. Parties will protect the confidentiality of information received in the implementation of the MOU to the extent allowed by law and the Oklahoma Open Records Act. The use of confidential information is confined to the activities essential for providing activities governed by the MOU. Information regarding individuals with disabilities as well as confidential juvenile records must be protected in accordance with applicable state and federal laws.

VI. TERMINATION

- a. All parties to this MOU shall attempt to resolve all disputes occurring between the parties through negotiation in good faith. Failure to resolve disputes may result in immediate termination of this MOU. If any party chooses to discontinue its role in this MOU, it shall notify the other party in writing.

VII. SIGNATURES

Alex Ruggiers, Vice President
NPS Board of Education

6/9/2025

DATE

DATE

Independent Contractor Agreement
Between
Norman Public Schools
and
Contractor Name: Sharon Heatly, Counseling Solutions, LLC

This Independent Contractor Agreement is entered into on the 1st day of July, 2025, is between **Independent School District No. 29 of Cleveland County, Oklahoma a/k/a Norman Public Schools (“NPS”)** and **Sharon Heatly (“Contractor”)**

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

1. **Services.** The Contractor agrees to provide School Counseling (“Services”) as requested during the term of this Agreement.
2. **Requirements.** Contractor will provide a written description of services to NPS.
3. **Indemnification.** Contractor agrees to indemnify and hold NPS and its agents, employees and officers harmless (including attorneys’ fees, costs and expenses) against any claim, demand or action against NPS arising from Services provided by Contractor.
4. **Prior Criminal Convictions.** Contractor hereby certifies that Contractor 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.
5. **Compensation.** NPS agrees to pay Contractor the compensation agreed upon by both parties for the Services provided. Contractor agrees and acknowledges that all invoices and applicable required documentation 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 Contractor until NPS has been provided with a timely invoice. NPS shall have no obligation to the Contractor as an employer for withholding and remitting taxes, insurance, FICA, etc. Contractor, and not NPS, shall be responsible for the payment of any business expenses, such as transportation costs, meals, mileage, lodging or other expenses incurred by Contractor in the provision of Services hereunder.
6. **Term and Termination.** This Agreement is effective as of the date listed above and shall continue through June 30th unless terminated earlier as provided herein. If the agreement is for more than one fiscal year, the Board must ratify the agreement by June 30 for each new fiscal year for which the parties seek continuation of the agreement. 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 Contractor and NPS.
7. **Independent Contractor Status.** Contractor is acting as an independent contractor and Contractor 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. Contractor 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 Contractor be entitled to employee benefits or workers compensation coverage from NPS.

8. 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.

9. Miscellaneous. This agreement embodies the entire agreement and understanding between NPS and Contractor 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 insure 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**

CONTRACTOR:

By: _____

By: Sharon Heatly

Title: _____

Title: Owner: Counseling Solutions, LLC
Certified School Counselor/Administrator

NPS Board of Education

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 9th day of June, 2025, 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, 2025 (pending Opioid Abatement Award) and shall continue in effect through June 30, 2026, 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

Alex Ruggiers Board of Education Vice President

DocuSigned by:

Teresa Collado

3DC5CC12F129434...
Executive Director

ATTEST:

Board of Education Clerk

MANAGEMENT EMPLOYMENT SERVICE AGREEMENT

This Service Agreement is made this ____ day of _____, 2025, by and between Norman Public Schools Public Schools (hereafter, "School") and Oklahoma State School Boards Association Employment Services Program (hereafter, "OSSBA").

The Board of Education of the School has voted to join the OSSBA Employment Services Program for the 2025-2026 school year and agrees to pay OSSBA an administrative fee in the amount equal to \$6.50 per employee.

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

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

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

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

Term of Agreement: This Service Agreement will be effective for the 2025-2026 fiscal year which ends on June 30, 2026. This Service Agreement may be renewed for a subsequent fiscal year by the Board of Education of the School taking such necessary action.

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

Signed:

A handwritten signature in black ink, appearing to read 'Shawn Hime', followed by a long horizontal line.

Shawn Hime
OSSBA Executive Director

04/15/2025

Date

School Board President or Designee
Norman Public Schools 6775

Date

Second Amendment to Employee Assistance Program (EAP) Services Agreement

As of *June 4, 2025*, the AGREEMENT dated *September 15, 2021*, by and between *Independent School District No. 29 of Cleveland County, Oklahoma (commonly known as Norman Public Schools)*, an Oklahoma corporation (herein after referred to as Company), located at 131 S. Flood, Norman, OK 73069, and CuraLinc, LLC, otherwise known as CuraLinc Healthcare, an Illinois corporation (herein after referred to as CuraLinc), located at 314 West Superior Street, Suite 601, Chicago, IL 60654, shall be **AMENDED**.

CIEBDs shall enjoy the rights and privileges in the Agreement fully executed on *September 15, 2021*, whose terms are hereby, referenced, restated, repeated and incorporated by reference in full as a part of this Amendment.

I. CONTRACT TERM

This Agreement will be **AMENDED** to extend the term:

The Agreement will extend for an additional one (1) year term, which commences on *July 1, 2025* and continues through *June 30, 2026*.

Thereafter, this Agreement shall automatically be renewed for successive one (1) year terms, subject to mutual ratification of renewal each Company fiscal year. If the Agreement is not ratified by the parties any given fiscal year, the Agreement will automatically expire.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, which amends the Agreement dated *September 15, 2021*, between Company and CuraLinc.

**Independent School District No. 29
of Cleveland County, Oklahoma
(Norman Public Schools)**

CuraLinc, LLC (d.b.a. CuraLinc Healthcare)

By: _____

By: _____

Derek Newall

Its:

Its: Chief Executive Officer

Date

Date



Account Name	Norman PS	Created Date	5/22/2025
Bill To	131 S Flood Ave	Quote Number	PJ-25052214522
	Norman, OK 73069	Current Term	6/30/2025
	US	Expiration Date	
		Revised Term	6/30/2026
		Expiration Date	

SEVENTH AMENDMENT TO AGREEMENT

AMENDMENT TO AGREEMENT

Account Name listed as "the "District" and Peachjar, Inc. hereby agree to modify the Agreement between the parties (the "Agreement") as follows:

- District and Peachjar mutually agree to extend the term of the Agreement for one year and update the Current Term Expiration Date to the Revised Term Expiration Date as shown above.
- All other terms and conditions of the Agreement remain the same.

Agreed and acknowledged by the following Authorized Signers:

District

Signature:

Name:

Date:

Title:

Peachjar, Inc.

Signature:

Name:

Date:

Title:

Megan Bagtas

5/22/2025

Director of Business Operations

Independent School District No. 29, Cleveland County, OK dba Norman Public Schools



Target River is excited to provide various TargetMarketing solutions for **Norman Public Schools** to generate awareness, interest, engagement, and action for your organization in the area of staff recruitment

TargetMarketing Tactics Included:

- TargetReach - Visual ads reaching your targeted audience while they are visiting websites, using apps, or social platforms.
- TargetPPC - Text ads reaching your targeted audience while they search particular key words or phrases
- TargetContact - Inbound leads via phone and emails from your targeted audience
- TargetTV - Video ads reaching your targeted audience while watching on their television, desktop, laptop, phone, or tablet.
- TargetWeb - website and/or landing page support hosting, and/or updating
- TargetVideo - Video commercial produced for use with paid advertising and organic postings. Please note, we include one round to complete any necessary edits to the videos we produce. Any additional edits will be billed at a rate of \$95 per hour.
- TargetDesign - Creative design of visual, contextual and audio materials for use to promote your organization. Please note, we include one round to complete any necessary edits to the materials we produce. Any additional edits will be billed at a rate of \$45 per hour.
- TargetReporting - Weekly and monthly reporting of campaign performance.

All-inclusive cost of \$28,891. Target River guarantees the delivery of #744,187 impressions to the community over four months (17 weeks of outbound messaging). The weeks do not have to be consecutive, but must be done in periods of time lasting at least two-weeks.

Terms and Conditions

1. Scope of Work - Target River agrees to perform services related to the creation, review, and publication of advertising materials as outlined above in the

TargetMarketing Solutions section. Any additional services outside the agreed scope will require a written amendment signed by both parties.

2. Review and Approval - All advertisement copy shall be reviewed and approved by an authorized representative of the Client prior to publication. The Client assumes full responsibility for the accuracy, compliance, and content of all published advertisements.
3. Non-Cancellation - This agreement is binding upon execution and may not be canceled or terminated by either party, during the term of the agreement for any reason, including for convenience or dissatisfaction with performance. Both parties agree to fulfill their obligations for the full term of the agreement unless otherwise mutually amended in writing.
4. Term of Agreement - This agreement is effective from June 10, 2025 to October 31, 2025
5. Payment Schedule - Payments are due as follows: **four** payment(s) shall be made by the 15th of each month in the amount of \$7,222.75, commencing in **July, 2025, and concluding in October, 2025.**
6. Warranty Disclaimer - Target River makes no warranties regarding the services provided under this agreement outside of any guarantees stated above.
7. Force Majeure - Neither party shall be liable for any delay or failure to perform obligations under this agreement due to circumstances beyond their reasonable control, including but not limited to acts of God, natural disasters, war, strikes, or governmental actions.
8. Confidentiality - Both parties agree to maintain the confidentiality of all proprietary or sensitive information shared under this agreement and not to use such information outside the scope of this agreement without prior written consent.
9. Dispute Resolution- In the event of a dispute, the parties agree to attempt resolution through mediation before pursuing litigation.
10. Governing Law and Jurisdiction - This agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Any legal proceedings arising out of or related to this agreement shall be filed exclusively in the state or federal courts located in Oklahoma..
11. Entire Agreement and Amendments - This document constitutes the entire agreement between the parties and supersedes all prior agreements or understandings. Any modifications or amendments to this agreement must be made in writing and signed by both parties.

12. Severability - If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Client Physical Mailing Address:

Accounts Payable Contact:

- Name: -----
- Phone Number: -----
- Email Address: -----

Print Name

Authorized Signature

Title, **Independent School District No 29**
Cleveland County, OK dba Norman Public Schools

Date

Print Name

Authorized Signature

CEO, Target River

Date



FIRMAPP

Software Subscription Agreement

TERMS AND CONDITIONS

BEFORE YOU USE THE SOFTWARE SUBJECT TO THIS SOFTWARE SUBSCRIPTION AGREEMENT (THE "AGREEMENT"), PLEASE READ THIS DOCUMENT CAREFULLY. THIS IS A LEGAL AGREEMENT BETWEEN FIRM APP, LLC ("SUPPLIER", "OUR", "US", or "WE") AND YOU AS THE CLIENT ("CLIENT", "YOU", "YOUR" OR "YOURSELF"), WHICH GOVERNS YOUR USE OF OUR CLIENT SERVICES MANAGEMENT SYSTEM SOFTWARE. SUPPLIER AND CLIENT ARE EACH A "PARTY" AND TOGETHER, THE "PARTIES."

WARNING: OUR CLIENT SERVICES MANAGEMENT SYSTEM SOFTWARE, KNOWN AS "FIRM APP" (THE "SOFTWARE") IS PROTECTED BY COPYRIGHT LAWS AND INTERNATIONAL COPYRIGHT TREATIES, AS WELL AS OTHER INTELLECTUAL PROPERTY LAWS AND TREATIES. UNAUTHORIZED REPRODUCTION OR DISTRIBUTION OF THE SOFTWARE, OR ANY PORTION OF IT, MAY RESULT IN SEVERE CIVIL AND CRIMINAL PENALTIES, AND WILL BE PROSECUTED TO THE MAXIMUM EXTENT POSSIBLE UNDER THE LAW. THE SOFTWARE IS LICENSED, NOT SOLD.

Capitalized terms in this Agreement that are not defined in this Agreement will have the meanings ascribed to them in the certain FirmApp Order Form between you and FirmApp, as may be amended in writing from time to time (the "Order Form"). The Order Form and the terms set forth in the Order Form are incorporated in this Agreement and are deemed a part of this Agreement.

1. Licensed Software and Payment Terms.

1.1 As long as you are our Client and pay the fees described in the Order Form ("Fees") and as required by this Agreement, we grant you a non-exclusive, non-transferable, and limited license to use the Software, subject to the restrictions set forth in this Agreement and any other restrictions communicated by us in writing.

1.2 As consideration for furnishing Software, Supplier will be entitled to receive the Fees, and Client will pay the Fees pursuant to this Agreement.

1.3 Except as otherwise provided in Section 4 below, this Agreement is non-cancellable by Client after the Effective Date and all Fees paid or due during the Initial Term (or any Renewal Term) are non-refundable.

1.4 We reserve the right to modify the Fees at the later of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, and at each annual anniversary of that date thereafter upon written notice to Client, Supplier may increase the Fees after the conclusion of a current term to become effective upon the next Renewal Term. In addition to such increases, if Client requests services beyond the scope of the Software, Supplier will advise Client of the cost of the requested additional services and the method of payment.

1.5 All Fees are due and payable within thirty (30) days from the invoice date unless otherwise specified in the Order Form. Any unpaid Fees that are over thirty (30) days late will accrue interest at the rate of 18% per annum, or the highest rate allowed by applicable law, whichever is less, compounded monthly, until paid in full.

1.6 You may reasonably and in good faith dispute an invoiced amount within twenty (20) days after the date of invoice. You agree to negotiate in good faith to resolve any payment dispute within ten (10) days of your written notice of dispute, but not later than thirty (30) days after the date of invoice. **Notwithstanding any other provision of this Agreement, if any invoiced amount is not paid within thirty (30) days of the date of invoice, whether disputed or undisputed, we may suspend access to all Services until all invoiced amounts are paid in full, without limiting our rights or remedies and without liability to you.** We will have the right to collect from you our reasonable costs and expenses incurred in collecting any amounts that are due and owing by you under this Agreement, including reasonable attorneys' fees, in addition to any damages or other remedies that may be available.

1.7 Client shall be responsible for payment of all applicable sales, use, excise and other taxes and assessments relating to this Agreement and Client's use of the Software, excluding any taxes based on the net income of Supplier. Client will pay such taxes or provide Supplier with any applicable certificate of exemption acceptable to the appropriate taxing authorities.

2. Service Use and Limitations.

2.1 You agree to use the Software only through our website and the Software application. We will make commercially reasonable efforts to keep the Software operational 24 hours per day and 7 days per week, except for: (i) planned downtime (of which we will use good faith efforts to provide at least 8 hours prior notice); or (ii) Force Majeure Events.

2.2 For purposes of this Agreement, "Force Majeure Events" are acts of God or force majeure, including but not limited to measures taken or imposed by any government or public authority or in case of any other event beyond the control of us, including but not limited to natural disasters (such as storm, hurricane, fire, flood, earthquake), war, pandemics, civil unrest, terrorist activities, states of emergency, government sanctions, embargos, nationalizations, strikes and breakdowns of public utilities (such as of electricity or telecommunication services) or Internet service provider failures or delays. Each party hereto shall not be bound to meet any obligation if prevented from doing so as a consequence of a Force Majeure Event, and the affected party shall use all reasonable efforts to notify the other party of the circumstances causing the delay and to resume performance as soon as possible, both without undue delay.

3. Ownership.

3.1 Subject to the limited rights expressly granted hereunder, we reserve all rights, title, ownership, and interest in and to the Software and all Intellectual Property Rights in and to the Software, including all derivative works thereof and other related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein, and all rights not expressly granted in this Agreement are reserved by Supplier.

3.2 You agree not to: (i) reproduce, duplicate, copy, reverse engineer, lease, loan, sub-license, distribute, transfer, sell, resell, exploit, use or access any portion of the Software, or corresponding visual design elements, or attempt any of the foregoing, without our express written consent, (ii) make the Software available to any person other than authorized users hereunder, (iii) modify or create derivative works based upon the Software, (iv) access the

Software or use related documentation in order to build a similar product or competitive product, or (v) permit or allow third parties do to any of the foregoing activities.

3.3 We shall own all right, title and interest in and to the Software, and other deliverables provided under this Agreement, including all modifications, Improvements, upgrades, derivative works and feedback related thereto and intellectual property rights associated therewith. You hereby assign, and, to the extent any such assignment cannot be made at the present time agree to assign, to Supplier all right, title and interest in and to the Improvements. Upon request, Client will promptly disclose in writing to Supplier all Improvements and will use commercially reasonable efforts to cooperate in obtaining, maintaining, defending and enforcing all Intellectual Property Rights and proprietary rights arising therefrom. Notwithstanding the foregoing, Client Data shall not be considered Improvements hereunder and will be treated as Client confidential information.

3.4 For purposes of this Agreement, “Intellectual Property Rights” means all (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, and corporate names, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including technology and computer programs) and mask works; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law, regulations or rules in any jurisdiction throughout the world.

3.5 For purposes of this Agreement, “Improvements” means all developments, improvements and modifications to the Software made by you or made by us resulting from your use of the Software, and all Intellectual Property Rights and proprietary rights arising therefrom.

4. Term and Termination.

4.1 The initial term of this Agreement (the “Initial Term”) shall begin on the Effective Date and shall terminate one (1) year thereafter unless earlier terminated in accordance with this Agreement; provided however, that the Initial Term shall be extended to the latest date set forth in the Order Form, if later. Following the Initial Term of this Agreement, this Agreement shall automatically renew for an additional one (1) year terms (each a “Renewal Term”) unless either Party provides the other Party with written notice of non-renewal at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. Notice of non-renewal to Supplier must be made to the email address AR@FIRM.APP.

4.2 This Agreement will remain effective during the Initial Term and any Renewal Term, unless terminated (i) by the mutual written consent of the Parties, (ii) by either Party in accordance with Section 4.3, or (iii) by Supplier in accordance with Section 4.4.

4.3 Either Party may terminate this Agreement or any Order Form upon written notice to the other Party in the event the other Party: (a) becomes insolvent or unable to meet its obligations as they become due or files or has filed against it a petition under the bankruptcy laws; (b) ceases to function as a going concern or to conduct its operations in the normal course of business; (c) fails to perform any material obligation under this Agreement within thirty (30) days after written notice thereof; or (d) upon a material breach of this Agreement that is incapable of cure.

4.4 Notwithstanding any other provision of this Agreement, Supplier may immediately suspend or terminate this Agreement, without notice and without liability to Client or any third

party, if Supplier determines in its sole discretion that use of the Software by Client or Authorized Users violates any applicable law, regulation, or any prohibited use policy.

4.5 Upon any termination or non-renewal of this Agreement for any reason Client shall pay to Supplier all Fees and other amounts owed to Supplier for the period until the effective date of such termination.

4.6 Upon any termination or non-renewal of this Agreement or at the request of either Party, (i) each party will promptly destroy or return any Confidential Information of the other party that remains in its possession or control, and (ii) Client will return to Supplier, or allow Supplier to enter Client's premises to retrieve, all Supplier Confidential Information.

5. Telecommunications and Internet Services.

Client acknowledges and agrees that Client's use of the Software is dependent upon access to telecommunications and Internet services. Client shall be solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware and software required to access and use the Software, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing. Supplier shall not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications and Internet services.

6. Limitation of Liability.

IN NO EVENT WILL SUPPLIER BE LIABLE FOR (I) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL, REPUTATIONAL DAMAGES, WORK STOPPAGE, BUSINESS INTERRUPTION, OR REVENUES OF ANY KIND, OR FOR LOST DATA, DAMAGE TO OTHER SOFTWARE, COMPUTER FAILURE OR MALFUNCTION OR DOWNTIME, REGARDLESS OF WHETHER CLIENT AND/OR ITS RELATED PARTIES HAS BEEN APPRAISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING OR (II) ANY LOSS OR DAMAGES RESULTING FROM ANY USE, MODIFICATION OR ALTERATION OF THE SOFTWARE IN VIOLATION OF THE TERMS OF THIS AGREEMENT OR THE DOCUMENTATION AND SPECIFICATIONS PROVIDED BY SUPPLIER. THE CUMULATIVE LIABILITY OF SUPPLIER TO CLIENT FOR ALL CLAIMS UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THOSE RELATING TO SUPPLIER HARDWARE, SOFTWARE AND SERVICES, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT OR TORT, INCLUDING LIABILITY ARISING OUT OF NEGLIGENCE OR STRICT LIABILITY, WILL NOT EXCEED 100% OF THE AGGREGATE AMOUNT OF CONTRACTED FEES ACTUALLY PAID BY CLIENT TO SUPPLIER UNDER THE ORDER FORM DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO EVENT GIVING RISE TO THE CLAIM.

IF YOU ARE DISSATISFIED WITH THE SOFTWARE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS AND DISCONTINUE USE OF THE SOFTWARE.

7. Warranty.

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8 OF THIS AGREEMENT, SUPPLIER MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE RELATING TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

SUPPLIER DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS, THAT THE SERVICES WILL BE ACCURATE, WITHOUT INTERRUPTION OR ERROR FREE AND DOES NOT WARRANT THE QUALITY OR PERFORMANCE OF THE SOFTWARE. SUPPLIER PROVIDES THE SOFTWARE "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS.

SUPPLIER DOES NOT WARRANT THAT THE SOFTWARE WILL MEET CLIENT'S EXPECTATIONS, BE SECURE, TIMELY, ERROR-FREE OR UNINTERRUPTED. SUPPLIER DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING THE RESULTS OF USING THE SOFTWARE IN TERMS OF ACCURACY, RELIABILITY, COMMERCIAL ADVANTAGE, OR RISK OF INJURY TO CLIENT'S SYSTEMS OR NETWORK.

8. Representations and Warranties

8.1 Each Party represents and warrants that: (a) it is an entity duly organized, validly existing and in good standing under its jurisdiction of formation; (b) it has obtained all necessary corporate or other approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby; and (c) this Agreement is a legal and valid obligation binding upon it and enforceable in accordance with its terms.

8.2 Supplier hereby covenants, warrants and represents to Client the following: all products, equipment, services and other activities provided or to be provided by Supplier in connection with this Agreement including, without limitation, the services and Software shall be provided and performed by Supplier in a good and workmanlike manner, and shall comply with all applicable laws and industry standards.

8.3 Client represents and warrants that Client is and will be solely responsible for compliance requirements, health and safety, wage and hour, human resource management, workforce management, sales, finance, and advertising regulations, including retention of documents and records.

9. Third Party Hardware and Services.

Supplier may from time to time recommend third party hardware, software, applications, products or services (collectively, "Third Party Services") for Client's consideration or use. Such Third Party Services are made available only as a convenience, and Client's purchase, access or use of any such Third Party Services is solely between Client and the applicable third party services provider ("Third Party Provider"). Any use by Client of Third Party Services is entirely at its own risk and discretion, and it is Client's responsibility to understand the risks and read the terms and conditions applicable to such Third Party Services before using them. Supplier does not provide any warranties or make representations to Client with respect to Third Party Services. Client acknowledges that Supplier has no control over Third Party Services and shall not be responsible or liable to Client or anyone else for such Third Party Services. The recommendation of Third Party Services by Supplier or the integration or enabling of such Third Party Services with the Software does not constitute or imply an endorsement, authorization, sponsorship, or affiliation by or with Supplier. Supplier does not guarantee the availability of Third Party Services. Supplier is not responsible or liable to anyone for discontinuation or suspension of access to, or disablement of, any Third Party Service.

10. Confidentiality.

10.1 You acknowledge the Confidential Information (as hereinafter defined) is a valuable, special, and unique asset of ours and you agree that you will not directly or indirectly disclose,

transfer, or use (or seek to induce others to disclose, transfer, or use) any Confidential Information for any purpose other than disclosure to Your authorized employees and agents who are bound to maintain the confidentiality of the Confidential Information. You shall notify us in writing of any circumstances which may constitute unauthorized disclosure, transfer, or use of Confidential Information. You shall use all necessary precautions to protect Confidential Information from unauthorized disclosure, transfer, or use. You shall return all originals and copies of materials containing Confidential Information upon termination of this Agreement for any reason whatsoever.

10.2 The term "Confidential Information" means any and all of the Software, our trade secrets, our Intellectual Property Rights, whether owned or licensed, our confidential and proprietary information and all of our other information and data not generally known to the public or other third parties who could derive economic value from its use or disclosure, including, but not limited to, the Software. Confidential Information shall be deemed to include technical data, know-how, research, product plans, products, services, Clients, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed directly or indirectly in writing, orally or by drawings or observation.

10.3 Proprietary Information and Data Confidentiality. In addition to the provisions of Section 10.2, each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business that the Receiving Party knows or reasonably should know is confidential to the Disclosing Party (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Client includes, but is not limited to, the Client Data. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance or development of the Software or as otherwise permitted in this Agreement) or divulge to any third person any such Proprietary Information.

10.4 This Section 10 will not affect a Party's rights to use or disclose information that: (i) at the time of disclosure by the disclosing Party is in the public domain; (ii) becomes part of the public domain after disclosure by the disclosing Party without breach of this Agreement by the receiving Party; (iii) was received by the receiving Party from a third party not subject to an obligation of confidentiality to the disclosing Party with respect to such information; (iv) was independently developed or discovered by the receiving Party without use of the disclosing Supplier's Confidential Information, as demonstrated by appropriate evidence; or (v) is required to be disclosed pursuant to law, regulation or an order of a court or governmental or regulatory authority; provided, that, to the extent permitted by applicable law, notice of such requirement is promptly provided to the disclosing Party in order to provide it with a reasonable opportunity to intervene in any relevant proceedings to protect its interests in the Confidential Information.

11. Indemnification.

YOU AGREE TO, AS APPLICABLE, DEFEND OR TO ASSIST IN THE DEFENSE OF SUPPLIER AND SUPPLIER'S AFFILIATES, VENDORS AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, USERS AND AGENTS (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, SUITS, PROCEEDINGS, EACH BROUGHT BY A THIRD PARTY, TO THE EXTENT ARISING OUT OF OR RELATED TO (I) CLIENT'S USE OF THE SERVICES; (II) CLIENT'S NONCOMPLIANCE WITH OR BREACH OF THIS AGREEMENT; AND (III) CLIENT'S VIOLATIONS OF ANY THIRD-PARTY RIGHTS, INCLUDING THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, AND SHALL INDEMNIFY AND HOLD INDEMNIFIED PARTIES HARMLESS FROM ALL RESULTING LIABILITIES,

LOSSES, DAMAGES, JUDGMENTS, SETTLEMENTS, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS OF LITIGATION AND APPEAL; PROVIDED HOWEVER, YOUR OBLIGATION TO INDEMNIFY SHALL BE EFFECTIVE ONLY TO THE EXTENT PERMITTED UNDER OKLAHOMA LAW WITH RESPECT TO A POLITICAL SUBDIVISION OF THE STATE OF OKLAHOMA.

12. Governing Law.

This Agreement will be governed and construed in accordance with the laws of the State of Oklahoma without regard to its rules governing conflicts of law. Any action arising under or relating to this Agreement or any dispute with us must be commenced and maintained in the federal or state courts as applicable in Oklahoma County, Oklahoma.

13. Logo Usage.

We may request your written permission to use and display your company logo, service marks, and related symbols on our website, advertising, and promotional materials. If you consent to such use and display, we will comply with any written instructions and formats you submit prior to our use. Your logo, service marks, and related symbols shall remain your sole and exclusive property.

14. Client Data.

14.1 You hereby acknowledge and agree that our performance under this Agreement may require us to process, transmit and/or store your personal data or the personal data of your employees, affiliates, clients and other stakeholders (the "Client Data"). By submitting personal data to us, you agree that we and our affiliates may process, transmit and/or store personal data to the extent necessary to enable us to perform our obligations under this Agreement. You hereby grant to us a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate, all such personal data to the extent reasonably required for the performance of our obligations and the exercise of the our rights under this Agreement, together with the right to sub-license these rights to our hosting, connectivity and telecommunications service providers to the extent reasonably required for the performance of our obligations and the exercise of our rights under this Agreement. You warrant to us that such personal data or the use of such personal data by us will not breach the provisions of any law, statute, or regulation, infringe the intellectual property rights or other legal rights of any person, or give rise to any cause of action against us.

14.2 "Client Content" means any and all data or content made available by Client for use with or in, or uploaded to, the Services. Client is solely responsible for and retains all right, title and interest in and to the Client Content. Client grants to Supplier a nonexclusive license to use the Client Content in connection with performing or improving the Services and as otherwise contemplated by this Agreement. Supplier may collect information relating to activities and data (the "Client Site Data"). Supplier shall have the right to use the Client Site Data in anonymous and aggregate form, including but not limited to for the purpose of continuously improving the quality of the Services, provided such data does not contain information identifying Client or which discloses any of Client's Confidential Information. Client will not provide, post or transmit any Client Content that: (a) infringes, misappropriates or violates any intellectual property rights, publicity/privacy rights, law or regulation; (b) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal or personally identifiable information; or (c) is deceptive, defamatory, obscene, pornographic or unlawful. As between Client and Supplier, Client reserves all right title and interest in the Client Content.

15. Miscellaneous.

15.1 Supplier shall have the right to assign and/or transfer this Agreement and Supplier's rights and obligations hereunder to any third party after notifying Client as provided for herein. Client agrees and acknowledges that Client shall not assign or transfer its rights or subcontract or delegate the performance of any of its rights under this Agreement without Supplier's prior written consent which consent shall not be unreasonably withheld or delayed. Any purported assignment or transfer in violation of this paragraph is void.

15.2 This Agreement does not give any right to any third party unless explicitly stated herein.

15.3 The parties are independent contractors under this Agreement, and nothing herein shall be construed to create a partnership, joint venture or agency relationship between them. Neither party has authority to enter into any agreement of any kind in the name of the other party.

15.4 If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

15.5 Except as explicitly stated otherwise, any notices shall be given in writing and delivered by email or postal mail to, as applicable, the email address or the notice address set forth in the Order Form, as each may be amended from time-to-time.

15.6 This Agreement and the Order Form contain the entire agreement of the parties with respect to the subject matter of this Agreement. All prior agreements and understandings on the subject matter are expressly merged into this Agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by the parties hereto concerning this Agreement.

15.7 No modification to this Agreement will be binding, unless in writing and signed by a duly authorized representative of the parties.

15.8 You agree to notify your employees, agents, and representatives of the terms of this Agreement and you are responsible for their full compliance.

16. Acceptance and Agreement; Effective Date.

The terms and conditions set forth in this Agreement will be effective as to Client and Supplier upon the Effective Date set forth in an Order Form signed by each of Client and Supplier.

NORMAN PUBLIC SCHOOLS
Agreement Renewal 2025-2026

[End]

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Renewal Quote

Account #: FAE11.0002

ISD No. 29, Cleveland County, OK
131 South Flood
Norman, OK 73069

Line	Product	Quantity	Rate	Amount	Tax Amount
1	Firm App Software Package Term 7/1/2025 to 6/30/2026	1	\$27,000.00	\$27,000.00	\$0
TOTAL FEES				\$27,000.00	

Services to begin upon receipt of PO and continue through June 30, 2026

Terms: Net 30

Subtotal: \$27,000.00

Tax Total (%): \$0

Total: \$27,000.00

Amount Due: \$27,000.00



Order Form

This Order Form incorporates by reference and is governed by the terms and conditions of the **Software Subscription Agreement** between the Supplier and Client (the "Agreement").

Supplier and Client agree as follows:

Effective Date: February 6, 2024

Renewal Term: July 1, 2024 - June 30, 2025

Billing: Monthly [] Annually [X]

Invoice Delivery Method: EMAIL

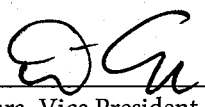
Licensed Products

Product Name	One-time Fee	Monthly Fee	Total Term Fee
Firm App Software Package	\$0	\$3,750	\$45,000
TOTAL FEES	\$45,000		

- (1) The Initial Term of the Agreement and this Order Form commences on the Effective Date and automatically renews for additional one (1) year terms unless and until (i) the Agreement is terminated in accordance with Section 4 of the Agreement, or (ii) Client provides notice of non-renewal to Firm App at least thirty (30) days prior to expiration of the term then in effect. The Agreement and this Order Form are non-cancellable by Client, and all Fees paid or due are non-refundable.
- (2) The One Time Fee is due and payable on the Renewal Date. Monthly and Annual Fees are due and payable within thirty (30) days from the invoice date. Upon each Renewal Term, the monthly and annual Fee will be subject to increase.

In consideration for the software license and services granted by Supplier, Client shall pay the Fees set forth in this Order Form and pursuant to the Agreement. All Fees payable are exclusive of sales, use, VAT, customs duties, excise, and any other applicable transaction taxes, which Client agrees to pay in accordance with applicable laws.

INDEPENDENT SCHOOL DISTRICT I-29 OF CLEVELAND COUNTY
(NORMAN PUBLIC SCHOOLS - NPS)


Dirk O'Hara, Vice President, Board of Education

7-15-24
Date

**AMENDMENT
TO
THE AGREEMENT BETWEEN
NORMAN PUBLIC SCHOOLS, OK
AND
APPTEGY, INC.**

THIS AMENDMENT (“**Amendment**”) is made as of this ____ day of _____, 2025, by and between the Norman Public Schools, OK (the “**Client**”), and Apptegy, Inc. (“**Apptegy**”).

WHEREAS, the Client and Apptegy entered into an Agreement dated January 16, 2024, for the purchase of Apptegy’s Thrillshare Media and Rooms products (hereinafter, the “**Agreement**”); and

WHEREAS, the Client now desires to update the products purchased under the Agreement by terminating the subscription for the Rooms product while maintaining the subscription for the Media product (hereinafter, the “**Revised Services**”); and

WHEREAS, the Client and Apptegy now desire to enter into this Amendment to achieve said purpose.

NOW, THEREFORE, the Client and Apptegy agree to amend the Agreement as follows:

1. Apptegy will provide, and the Client will pay the fees, for the Revised Services under the Agreement as set out in the invoice attached to this Amendment as “**Exhibit A.**”
2. For clarity, upon execution of this Amendment, Client’s purchase of Apptegy’s Rooms product will be terminated. The Client will only maintain a subscription and be invoiced for Apptegy’s Thrillshare Media product.
3. Except as specifically amended herein, all of the terms and conditions set forth in the Agreement are unaffected and remain in full force and effect.

[This Amendment is continued on the next page for signatures.]

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the parties have signed this Amendment as of the day first written above.

NORMAN PUBLIC SCHOOLS, OK

By: Dirk O'Hara
Title: Board President

APPTEGY, INC.

By: Tim Strudwick
Title: Chief Financial Officer

EXHIBIT A

Apptegy Invoice



INVOICE

Apptegy, Inc
2201 Brookwood Dr. STE 115
Little Rock AR 72202
United States

Bill To

Norman Public Schools District, OK
131 South Flood Avenue
Norman OK 73069
United States

TERMS: Net 30

Invoice #	Reference #	Date	Due Date
INV29399		7/1/2025	7/31/2025

Description	Line Total
Thrillshare Media Subscription	\$57,805.00

Subtotal \$57,805.00

Tax (0%) \$0.00

Total \$57,805.00



SAVE YOUR SPOT FOR

SchoolCEO Conference!

apptegy.com/conference

Sept 24th - 25th, 2025
Little Rock, Arkansas

Powering Your School's Identity

Apptegy started in 2014 with the goal of enabling schools to build a strong brand and communicate more effectively with their audiences. In 2015, we worked with our first three beta clients. Today, in 2022 we've partnered with more than 2,500 clients in all 50 states to build their website, custom mobile app, and the alert and notification system.

What Makes Us Different

1 Thrillshare's Ease of Use

With our publishing platform, Thrillshare, **you don't need to have any programming knowledge** to update your district's website, app or notification system. Now promoting your success stories across all communication channels can be done right from your smartphone.

2 The User Experience for Your Community

Wherever your community interacts with you online, **they'll be able to engage with ease**. No more pinching or pulling to view your website on a smartphone or being redirected somewhere else from your app.

3 Your Experience Working With Us

From the beginning, Apptegy set out to be more than a software provider. We strive to be a true partner and resource for our districts. That commitment and our personal, fast and easy support has earned Apptegy an unheard of **99% client retention rate**.

“

I have to tell you, this platform is GREAT. Thrillshare simplifies the process of posting things to various school online resources to the point where I can see where we will be sharing so much with parents, especially on the APP.

...

All of you at Apptegy have been absolutely wonderful to work with. We have received great feedback on our new website and app, and one of our most recent posts reached more people than we ever have! That would never have happened without Thrillshare!

”



Scope & Deliverables

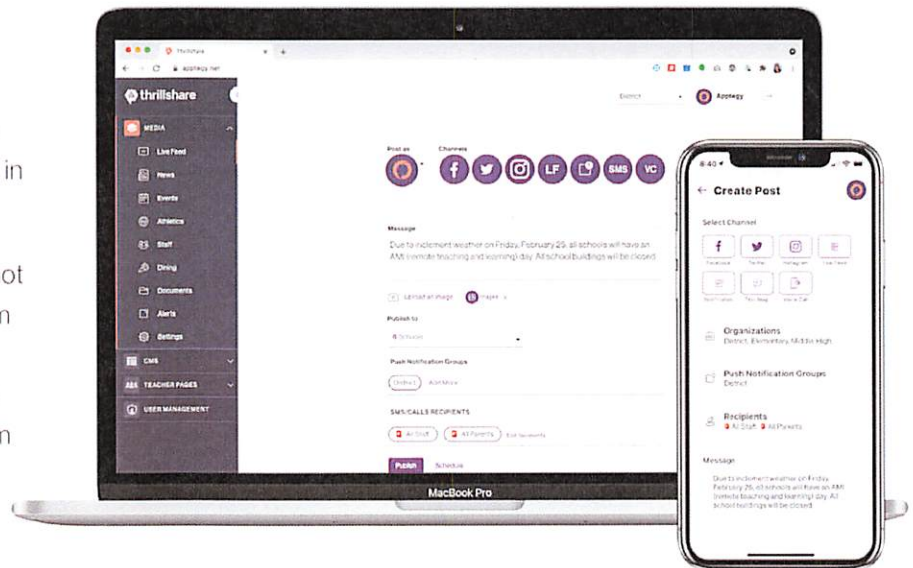
At Apptegy, we've developed the first publishing platform for school districts, so your team manages all of your communication channels from a single place. This means you'll share more stories with your community without creating more work for your staff.

By eliminating the technological barrier required to communicate, Thrillshare makes it easy to assign roles and privileges to your team to update what they care most about. With this level of customization and control, you can be confident about consistent messaging being shared with your community.

Publishing Platform

From the beginning, Thrillshare was designed to contain all your district communication channels in one place.

Built specifically for school districts, Thrillshare not only manages your website, but also your custom mobile app, all of your social media channels, and your alerts and notification system. Keeping information up-to-date is **as easy as it gets**, from the lunch menu to your calendar and news.



Mobile Apps

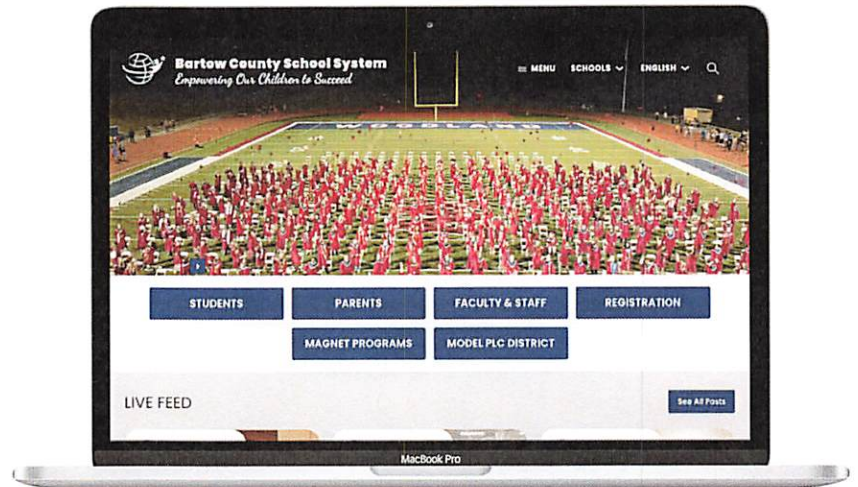
We build beautiful mobile apps for **Android** and **iPhone** that focus on what really matters: the user experience. A user experience that delights parents and community members means they will continue to come back to the app for meaningful information.





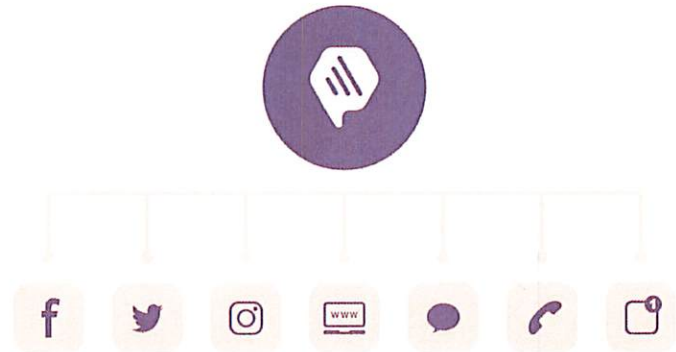
Websites

We will work with you to understand how you want your district brand to come across by creating a new website. Within your common branding, each school webpage can be customized, using the school's specific colors, mascots, logos, etc. We want your website to stay fresh and never grow stale, so we **include a free re-design** with each year of our partnership.



Alerts

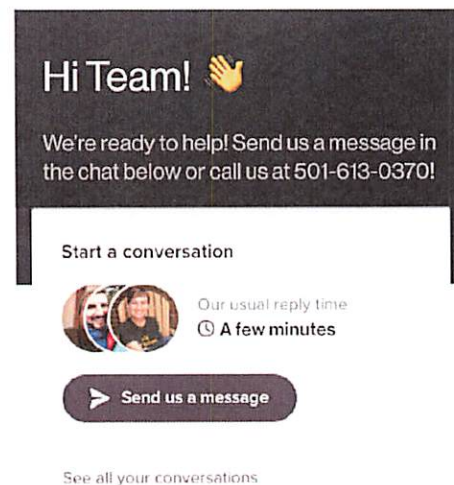
In order to save you time, we can automatically **sync with your Student Information System** so you can send out text, phone and email notifications. Easily send and schedule recurring alerts like attendance calls. Plus, with state-of-the-art technology, your text, email and voice calls can be automatically translated.



Transition & Support

We handle all of the heavy lifting including design, development, static content migration, training and ongoing support. Your own dedicated contacts at Apptegy during implementation and after launch make it an easy transition for the district.

With **unlimited training and prompt support**, every Thrillshare user will always have someone to assist with any questions that arise.



I. Estimated Transition Timeline

Kick-off

Week 1

We get our partnership started with a meeting to introduce stakeholders on your side and ours. In this meeting, we will cover our detailed roadmap, initial designs, and the overall structure of the planned implementation.

Design

Weeks 2-3

We create a mockup as a first draft and iterate from there. Since we've already established a good understanding of what you're looking for in the kick-off call, this process is typically quite fast.

Development & Content Migration

Weeks 4-6

Once we're done with the development, we migrate your static content for you. After our team has gone through your entire website and app and confirmed that everything is working, we will ask you to approve the content and functionality as well.

Training Sessions

Weeks 7-8

An ideal training schedule will include a setup call with your project lead, in-depth sessions for all of your power users, and introduction sessions for casual users.

Launch Campaign

Weeks 9-10

Flipping the switch is all it takes: we just point your domain to our servers and the change to the new website will be instant.

Of course we don't want the switch to go unnoticed by your community. That's why we design an entire launch campaign around the app and website with you. You'll get a custom marketing playbook, including graphics, videos, and a launch plan.

Support

Ongoing

Now that you are live, we work together to drive adoption of your new website and mobile app. You will be working closely with your Client Success Manager on marketing strategies and our Support Team on any questions your users have after the switch.



II. Order Form

Client Name: Norman Public Schools District, OK

Address: 131 South Flood Avenue, Norman

Email: dirk@nscsolutions.net

Oklahoma 73069

Phone: +14053665955

Description	Price	Qty	Subtotal
Mobile App Development (one-time) One-time app development for iOS and Android apps for the District + 26 campuses *Billed one-time	\$22,500	1	\$22,500
App Development Discount (one-time) Discounting app development for letter of intent to award signed by 12/31/2023	-\$15,705	1	-\$15,705
Rooms Professional Development (one-time) Training and support for ~1,141 teachers *Billed one-time	\$36,025	1	\$36,025
Rooms Development Discount (one-time) Discounting Thrillshare rooms development cost for letter of intent to award signed by 12/31/2023	-\$17,025	1	-\$17,025
Thrillshare (annual) Thrillshare Publishing Platform (desktop and mobile) for ~15590 students *Billed and payable in full annually *For Clients that elect automatic renewal, pricing subject to 5% annual increases after last year of initial purchased term(see Terms for more info)	\$57,805	3	\$173,415
Rooms (annual) Thrillshare Rooms Publishing Platform (desktop and mobile) for ~15590 students; *Billed and payable in full annually *For Clients that elect automatic renewal, pricing subject to 5% annual increases after last year of initial purchased term (see Terms for more info)	\$57,605	3	\$172,815
Website design and hosting Up to 1 re-design per contract year Included in Thrillshare cost	\$0	1	\$0
Alerts Unlimited text, voice, and email alerts Included in Thrillshare cost *Subject to Carrier restrictions (see Terms for more info), including, but not limited to, character limits per SMS message [currently 320 characters per SMS message]	\$0	1	\$0
Support, service, and training Included in Thrillshare cost	\$0	1	\$0
Static content migration Included in Thrillshare cost	\$0	1	\$0



III. Payment Schedule

Payment Schedule: Payable subject to the terms of Agreement	Amount
Total of the above, collectively, the "Services"	\$372,025
Client Start Date	\$25,795 discounted development
April 1, 2024	
July 1, 2024	\$57,805 media annual + \$57,605 rooms annual
July 1, 2025	\$57,805 media annual + \$57,605 rooms annual
July 1, 2026	\$57,805 media annual + \$57,605 rooms annual
July 1, 2027	\$121,180.50 annual (if renewed)
	*Includes 5% annual increase upon 2027 renewal

Client


By: 
Dirk O'Hara

Name: Dirk O'Hara

Title: Board President

Date: 1-16-2024

Apptegy, Inc.

By: 
2024-01-12 13:04:53 (CST)

Name: Blake Norman

Title: Sales Representative

TIPS Contract 230105
Technology Solutions Products
and Services



Master Services Agreement

The following terms and conditions are a binding part of the Order Form and Master Services Agreement of Apptegy, Inc. (together with its affiliates, agents, and assigns, "**Apptegy**") between Apptegy and the Client that is set out in the Order Form. References to the "**Agreement**" below collectively include the Order Form (including and incorporating the terms and conditions set out in the "**Estimated Transition Timeline**" and the "**Payment Schedule**" that is provided with this Agreement) and the following terms and conditions. This Agreement provides the terms and conditions for Client to purchase and use Apptegy's Services (as defined below). Capitalized terms used but not otherwise defined in the following terms and conditions will have the meanings given to them in the Order Form.

1. Integration with Other Documents. This Agreement is the entire agreement between Apptegy and Client with respect to the Services, except as expressly set out below. No separate written or online agreements or terms and conditions will be incorporated in this Agreement or otherwise bind the parties unless expressly set out in this Agreement or in a Client Addendum (as defined below). The Client Addendum will control and govern with respect to all matters expressly set out in the Client Addendum, and this Agreement will control and govern in all circumstances. To be enforceable on the parties, any amendment, modification, or additions to the terms and conditions of this Agreement must be set out in a separate written addendum to this Agreement confirming such amendments, modifications, and/or additions in writing (a "**Client Addendum**").

2. Services; License. During the License Term, Apptegy will provide, and Client and the individuals allowed to access the Services by or on behalf of Client ("**User(s)**") may access and use, the products and services set out in the Order Form (collectively, "**Services**"). Client hereby grants Apptegy a limited, nonexclusive, revocable, worldwide, fully-paid, royalty-free license to use, copy, and modify Client's information, material, data, photographs, videos, intellectual property (including without limitation all copyrights, trademarks, service marks, and similar rights), and other content (collectively, "**Client Content**") for providing and improving the Services. Client's right to access and use the Services, and Apptegy's license to Client Content, will automatically terminate upon termination or expiration of this Agreement.

3. Fees. Client will pay to Apptegy all fees set out in the Order Form. Upon execution of this Agreement, Apptegy will submit an initial invoice to Client for the first year of Services and for all other fees due upon execution. Apptegy will invoice all subsequent-year fees on or about the anniversary of the applicable Client Start Date(s) (as defined below). Client agrees to pay all invoices in full within 30 days of the date of the invoice. Client agrees that (i) development and implementation fees are due in full upon execution of this Agreement, (ii) fees for use of the Services are payable in annual portions for each year of the License Term as set out in the Order Form, (iii) fees for use of the Services are subject to Five Percent (5%) annual increases, starting the first renewal year after the last year of the term initially purchased by Client and continuing each year thereafter, as set out in the Order Form, and (iv) discounts for purchases of bundled Services will automatically expire if Client cancels any of the bundled Services and Client will thereafter be invoiced for the full price of the continuing Services. Client acknowledges that fees for Services do not include taxes, duties, and other government charges, including sales, use, consumption, VAT, GST, and other withholding, as applicable, and Client is solely responsible for any such obligations.

4. License Term. The term of Client's license to use the Services (the "**License Term**") will start on the date(s) set out on the Order Form (the "**Client Start Date(s)**"). Clients that purchase multiple Apptegy products may have different license start dates for different products. If no license start date is set out on the Order Form, the Thrillshare Media Client Start Date will be the date that is 60 days after Apptegy receives an executed agreement from Client and the Thrillshare Rooms Client Start Date will be the date that is 90 days after Apptegy receives an executed agreement from Client. The License Term will terminate on the anniversary of the applicable Client Start Date(s) that is after the number of license years initially purchased by Client, as set out in the Order Form, plus any renewal periods. This Agreement will renew for successive, additional periods of one (1) year from the anniversary of the Client Start Date(s), unless Client provides Apptegy with written notice of non-renewal before the end of the then-current License Term. Subject only to applicable procurement and appropriations law, Client agrees that it may not terminate this Agreement before the expiration of any then-current License Term without cause, unless Client pays Apptegy all fees in full for all license years of the then-current License Term, as set out in the Order Form, plus payment of any previously discounted amounts for the Services during the Term. All fees paid to Apptegy are non-refundable, subject only to applicable procurement and appropriations law.

5. Performance Terms. In addition to this Agreement, the rights and obligations of the Client and Apptegy with respect to the providing, accessing, and using the Services will also be subject to and governed by the Apptegy Terms of Use ("**Terms of Use**") and Privacy Policy ("**Privacy Policy**"), available at the following links: <https://www.apptegy.com/terms-and-conditions/> and <https://www.apptegy.com/privacy-policy/>. The Terms of Use and Privacy Policy, as each may be amended, are incorporated into this Agreement in their entirety, as applicable to Client. Without limiting the generality of the foregoing, the Terms of Use and Privacy Policy set out and govern the terms and conditions for Services availability, User eligibility and acceptable use, data privacy and security, regulatory notices and information, warranties, disclaimers, and liability limitations, and other related terms. The applicability of the Terms of Use and Privacy Policy is limited to the order of priority set out below.

6. Carrier Restrictions. Apptegy provides unlimited text, voice, and email messaging to Client subject to restrictions placed on Apptegy by mobile and wireless carriers and network operators (collectively, "**Carriers**"). For example, Carriers have (i) placed limits on the number of characters that may be included in messages sent via the Services and (ii) placed restrictions on the type of messaging content that may be sent through the Services. Carrier restrictions are not within the control of Apptegy and are subject to change without notice. When a Carrier places new or modified restrictions on Apptegy, certain features and functions of the Services may change as a result without notice to you. Client agrees that Apptegy will not be responsible or liable for any change in Services that arise from or in connection with Carrier restrictions.

7. TCPA/CTIA Compliance. Client is exclusively responsible for complying with applicable laws and regulations governing communications sent via the Services by Client and Users under Client's account, including, but not limited to, the Telephone Consumer Protection Act of 1991, as it may be amended ("**TCPA**"), and the requirements and policies of CTIA – The Wireless Association ("**CTIA**"). Client is encouraged to establish and implement methods and procedures to ensure compliance with applicable laws and regulations, including the TCPA and the CTIA, and to inform and train each of its employees, contractors, and representatives who use the Services on the methods and procedures. Apptegy may provide Client with materials and information about such laws and regulations, including the TCPA and the CTIA;

Client acknowledges that all such materials and information is provided for general education purposes only. No such act by or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with the laws and regulations governing the communications sent via the Services by Client and Users under Client's account, including the TCPA and/or the CTIA.

8. COPPA Notice and Compliance. Apptegy prohibits use of the Services by children under the age of thirteen (13), unless and only to the extent the child is a User invited or added to the Services by Client. When children are invited or added to the Services as Users under Client's account, Apptegy provides the Services with respect to the children solely in the educational context authorized by Client under this Agreement and solely for the benefit of Client and its Users. Client consents, as agent for and on behalf of such children (and their parents and guardians), to Apptegy's collection, use, disclosure, and storage of personal information about or from the children in accordance with this Agreement. Client acknowledges that Apptegy is relying on Client's consent in the previous sentence for the purposes of complying with the Children's Online Privacy Protection Act, as it may be amended ("**COPPA**"), and that Apptegy is authorized to presume that Client has obtained and will maintain all required parent and guardian consent for Apptegy's collection, use, disclosure, and storage of information for any children under the age of thirteen (13) that are invited or added to the Services under Client's account.

Please note that Client is responsible for complying with COPPA with respect to Users under Client's account if Client invites or adds children under the age of thirteen (13) to the Services. Client is encouraged to establish and implement methods and procedures to ensure compliance with COPPA, and to inform and train each of its employees, contractors, representatives, and Users who use the Services on the methods and procedures. Apptegy may provide Client with materials and information about complying with COPPA; Client acknowledges that all such materials and information is provided for general education purposes only. No such act by or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with COPPA.

The Terms of Use and Privacy Policy, accessible as set out above, confirm that Apptegy may collect information about children as a necessary part of providing the Services to Client (for example, as applicable: contact information for communications sent via the Services;

posts made on messaging tools in the Services; information included in assignments and other class content submitted via the Services) and provide notice regarding Apptegy's collection, use, disclosure, and storage of personal information from children. Please note that some or all of this information may not be private as to the individual child, parent, or guardian. For example, for Users of Rooms, information shared by a User via the messaging features of Rooms will be visible to Client, as the party providing access to the Services to its Users. In some circumstances, information provided by or about a child may be available or visible to other individual Users. For example, for Users of Rooms, information about a child that is posted in the group messaging tool in a Child's Room may be visible to other individual Users that are also authorized users for the same Room. Apptegy will collect, use, and disclose such information in accordance with COPPA and the Privacy Policy.

9. Accessibility Compliance. Client is exclusively responsible for complying with all applicable laws and regulations governing accessibility of the parts of the Services under the control of Client (for example: Client's website and/or mobile applications), including, but not limited to, the Americans with Disabilities Act, as it may be amended ("**ADA**"), and the requirements and policies of Web Content Accessibility Guidelines ("**WCAG**"). Client is encouraged to establish and implement methods and procedures to ensure compliance with applicable laws and regulations, including the ADA and the WCAG, and to inform and train each of its employees, contractors, and representatives who use the Services on the methods and procedures. The Services include tools to assist Client with accessibility compliance, and Apptegy may provide Client with materials and information about such laws and regulations, including the ADA and the WCAG; Client acknowledges that all such tools, materials, and information are provided to assist Client with its compliance obligations and for general education purposes only. No such functionality, act by, or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with the laws and regulations governing accessibility of the parts of the Services under the control of Client (for example: Client's website and/or mobile applications), including the ADA and/or the WCAG.

10. Third Party Functions. Apptegy relies on third-party providers and partners for parts of the Services (for example: posting a message or communication on Facebook or Twitter account; hosting Client websites). APPTEGY IS NOT RESPONSIBLE FOR ANY CONSEQUENCE, LOSS, OR DAMAGE (DIRECT OR INDIRECT) ARISING FROM OR RELATING TO THE PARTS OF THE SERVICES MANAGED OR MADE AVAILABLE BY OR VIA THIRD-PARTY PROVIDERS AND PARTNERS. Please see the Terms of Use and Privacy Policy for more information.

11. Disclaimers; Limited Liability. Apptegy provides the Services subject to certain disclaimers and limitations of liability. Please see the Terms of Use and Privacy Policy for more information.

12. Intellectual Property. Nothing in this Agreement or the performance of this Agreement will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party, except as expressly set out in the Agreement. Apptegy retains all right, title, and interest in all intellectual property rights, including patent, trademark, trade secret, and copyright (whether registered or unregistered), in and to the Services and the underlying software and technologies, all related technical documentation, and all derivative works, improvements, and modifications to any of the foregoing. Client agrees the foregoing is necessary to Apptegy providing the Services.

13. Compliance with Laws. The parties agree to comply with all laws applicable to the use of the Services and performance of this Agreement.

14. Miscellaneous. The Order Form and Master Services Agreement, together with (i) the Terms of Use and Privacy Policy, and (ii) the Client Addendum, if applicable, is the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements and understandings, whether written or oral. If any conflict or ambiguity exists with respect to any term or condition of any of the foregoing, the following priority will govern and control: (1) if applicable, the Client Addendum for all matters expressly addressed in the Client Addendum; then (2) this Order Form and Master Services Agreement for all other matters; then (3) the Terms of Use and Privacy Policy. Apptegy is not subject to any obligations that are not expressly identified in this Agreement, a Client Addendum, or the Terms of Use and Privacy Policy.

This Agreement is governed by the laws of the state in which Client is located, without regard to conflict of law principles. The parties irrevocably submit to the exclusive jurisdiction and venue of the federal courts having jurisdiction where Client is located for any dispute that relates to the Services or this Agreement. Except as set out in this Agreement, this Agreement may not be amended or modified without the prior written consent of both parties.

Neither party may assign this Agreement without the prior written consent of the other party, except in connection with a merger, acquisition, or sale of all or substantially all of a party's assets or voting securities. If any provision(s) of this Agreement is held invalid or unenforceable, such invalidity or unenforceability will not invalidate or render the Agreement unenforceable, but rather the Agreement will be construed as if not containing the unenforceable provision(s), and the rights and obligations of the parties will be construed and enforced to honor the parties' original intent to the maximum extent permitted under applicable law. This Agreement will inure to the benefit of the successors and assigns of the parties. The Agreement may be executed in multiple counterparts and executed by original, facsimile, or electronic signature (including PDF, Proposify, HelloSign, and similar methods), each of which when delivered will be deemed an original, and all of which together will constitute one agreement.





Apptegy, Inc.
2201 Brookwood Dr., STE 115
Little Rock, Arkansas 72202

**Addendum to Master Services Agreement
of Apptegy, Inc.**

Thank you for choosing Apptegy. This Addendum supplements the separate Master Services Agreement (the "Agreement") by and between Apptegy, Inc. ("Apptegy") and the party set out below ("Client").

Apptegy and Client hereby acknowledge and agree:

1. Section 4 of the Agreement is hereby amended and replaced in its entirety as follows:

4. License Term. The term of Client's license to use the Services (the "**License Term**") will start on the date(s) set out on the Order Form (the "**Client Start Date(s)**"). Clients that purchase multiple Apptegy products may have different license start dates for different products. If no license start date is set out on the Order Form, the Thrillshare Media Client Start Date will be the date that is 60 days after Apptegy receives an executed Agreement from Client and the Thrillshare Rooms Client Start Date will be the date that is 90 days after Apptegy receives an executed Agreement from Client. The License Term will terminate on the anniversary of the applicable Client Start Date(s) that is after the number of license years initially purchased by Client, as set out in the Order Form, plus any renewal periods. This Agreement will renew for successive, additional periods of one (1) year from the anniversary of the Client Start Date(s), unless Client provides Apptegy with written notice of non-renewal before the end of the then-current License Term. Client may terminate this Agreement for convenience at any time without penalty. Notwithstanding the foregoing, all fees paid to Apptegy are non-refundable, subject only to applicable procurement and appropriations law

BY SIGNING BELOW, CLIENT AGREES THAT THE TERMS AND CONDITIONS OF THE AGREEMENT WILL BE IN FULL FORCE AND EFFECT, UNLESS AND ONLY AS EXPRESSLY SET OUT IN THIS ADDENDUM. Notwithstanding the foregoing, the terms and conditions of this Addendum will control and govern with respect to all matters expressly addressed in this Addendum.

BY SIGNING BELOW, the following Client acknowledges receipt of this Addendum, and hereby accepts and agrees to be bound its terms. By signing below, the individual signing this Addendum warrants that she or he has the authority to act on behalf of and bind Client.

Client name: Norman Public Schools District, Oklahoma


Signature: Dirk O'Hara

Name of signer: Dirk O'Hara

Title: Board President

Apptegy

Signature: Jack Easterly

Name of signer: Jack Easterly

Title: Corporate Counsel

CLINICAL ROTATION AGREEMENT

THIS AGREEMENT is made and entered into as of May 14th, 2025 between **Oklahoma City University's Kramer School of Nursing** (the "School"), and **Norman Public Schools** (the "Facility").

1. Clinical Rotations. The School shall arrange clinical rotation experience ("Clinical Rotations") for Nursing, Surgical Technology, and Emergency Service Program students ("Students") at the Facility. The School and the Facility shall mutually determine the scope of the Clinical Rotation programs, the schedule of student assignments and the number of Students who may participate in the Clinical Rotations.

2. Term. The term of this Agreement shall initially be for the period of the Clinical Rotations, commencing May 14th, 2025, and ending May 13th, 2026, unless terminated earlier as provided in this Agreement. After the initial term, this Agreement shall continue in effect starting May 14th, 2026, without termination until one party notifies the other at least 90 days in advance of its intent to terminate this Agreement. Notification by a party of its intent not to renew shall not affect students currently enrolled and participating in Clinical Rotations.

3. Responsibilities of the School.

a. The School shall designate a School employee or another individual retained by the School (the "Clinical Instructor") to serve as the coordinator for the Clinical Rotations to work directly with Facility personnel and coordinate all the activities of Students.

b. The School shall designate one or more of its instructors or faculty members ("Instructors") to instruct and supervise Students during the Clinical Rotations.

c. The School shall provide a roster of the names of the Clinical Instructor, Instructors and Students (the "Roster"), along with a rotation schedule, to the Facility before the Clinical Rotations begin.

d. For each Instructor and Student who will participate in the Clinical Rotations, the School shall provide to the Facility verification of the following immunizations and tests: (i) a complete Hepatitis B vaccination series (series of three or waiver); (ii) negative PPD or chest x-ray; (iii) MMR vaccination(s) or positive titer(s); (iv) a written verification of varicella history, varicella vaccination or a varicella titer by a physician or a physician's designee; (v) drug screening; and (vi) a background check.

e. The School shall require that each Student and Instructor before beginning the Clinical Rotations have current CPR certification that meets standards acceptable to the Facility.

f. The School shall instruct Students that they are not permitted to perform any of the following: (i) double-check on medications or blood products; or (ii) begin or discontinue blood products, chemotherapy, or experimental drugs and therapies.

g. The School shall instruct Students that they are not permitted to accept orders from physicians or other health care professional in person or by telephone or call a physician or physician's office to obtain an order.

h. The School shall require Students to have transportation to and from the Facility, to arrive and depart promptly, and to park in areas designated by the Facility.

i. The School shall be responsible for all actions, activities and affairs of Students, the Clinical Instructor and all Instructors during the Clinical Rotations to the extent required by law.

j. The School shall be responsible for planning and implementing the educational program, including administration, programming, curriculum content, books and materials, faculty appointments, eligibility and admission criteria, Student selection, matriculation, promotion, graduation, Student performance evaluation, Instructor performance evaluation, references and all academic aspects of the Clinical Rotation programs.

4. Responsibilities of the Facility.

a. The Facility shall designate a Facility employee to serve as its coordinator (the "Facility Coordinator") for the Clinical Rotations and to work directly with the Clinical Instructor and Instructors to plan and coordinate the Clinical Rotations. The Facility may also designate one or more employees to serve as Clinical Instructors.

b. The Facility shall provide the Clinical Instructor with copies of the Facility's policies, rules, regulations and procedures that are applicable to Students' and Instructors' participation in the Clinical Rotations.

c. The Facility shall provide an orientation to the Clinical Instructor that includes a tour of the Facility and addresses any facilities or procedures of a particular Facility department pertinent to the Clinical Rotations.

d. The Facility shall permit Students and Instructors to assist in the provision of nursing or other ancillary health care services to Facility patients, but the Facility may restrict their activities, including any patient care activities, at the Facility.

e. The Facility shall provide parking in designated areas for Students and Instructors.

f. The Facility shall permit the School and its accreditation agencies to visit, tour and inspect the Facility's facilities and records relating to the Clinical Rotations on reasonable notice during the Facility administration's regular business hours, subject to requirements of patient confidentiality, legal compliance requirements of the Facility, and minimizing disruption or interference with Facility operations, including patient care activities.

g. The Facility shall make its classrooms, conference rooms and library facilities available to the School for the Clinical Rotations, without charge, subject to availability and Facility policies regarding use of its facilities.

h. The Facility shall make available emergency care and treatment to Students and Instructors, as necessary, subject to its usual charges.

5. Conflicts and Removal of Students or Instructors. If a conflict arises between an employee of the Facility, on the one hand, and an Instructor or Student, on the other, the Clinical Instructor and Facility Coordinator shall intervene in an attempt to resolve the matter. The Facility may require that the School immediately remove a Student or Instructor from a Clinical Rotation when the Facility believes that the individual exhibits inappropriate behavior, is disruptive, does not comply with Facility rules or policies, or poses a threat to the health, safety or welfare of a patient, employee or any other person. In addition, upon receipt of the Roster or at any time after a Clinical Rotation begins, the Facility may refuse to allow any Student or Instructor to participate in the Clinical Rotation if the individual has an unfavorable record with the Facility from previous employment, another clinical rotation or any other reason.

6. Representations and Warranties of the School. The School represents and warrants to, and covenants with, the Facility as follows:

a. Each Student is currently enrolled at the School. Students who are under 18 years of age have obtained written permission of a parent or guardian to participate in the Clinical Rotation; if the Student is an emancipated minor, then the Student has furnished written authorization to participate in the Clinical Rotation.

b. Students are required to wear uniforms with name badges issued by the School, be well-groomed and make a neat appearance while at the Facility.

c. A Student may perform duties and procedures for which he or she has been prepared academically, but not any others.

d. The School shall continuously monitor and evaluate the competence and performance of each Student and shall remove from a Clinical Rotation any Student who is not competent or qualified to participate in the Clinical Rotation.

e. The Instructors are duly licensed to practice Nursing in Oklahoma; the license of each Instructor is unrestricted; and each Instructor must keep his or her license current, in good standing and unrestricted during the entire term of this Agreement.

f. The Instructors are experienced, qualified and currently competent to provide the services that are required of them for the Clinical Rotations and any services required of them under this Agreement.

g. The School has provided the Clinical Instructor, Instructors and Students with training on the Facility's policies and procedures with respect to protected health

information that is necessary and appropriate for them to carry out the activities contemplated by this Agreement as required by applicable provisions of the Health Information Portability and Accountability Act of 1996 and regulations.

h. The School has not been excluded, debarred, or otherwise made ineligible to participate in any federal healthcare program as defined in 42 USC § 1320a-7b(f).

i. All information that has been furnished to the Facility concerning the School, Students and Instructors is true and correct in all respects.

j. All representations and warranties in this Agreement shall remain true and correct during the term of this Agreement. If any of the representations and warranties become inaccurate in any way, the School shall immediately notify the Facility.

7. Employees of the School. Other than any Facility employee designated as an Instructor as permitted in this Agreement, the School, and not the Facility, is the employer of the Instructors and Clinical Instructors. The School shall be responsible for (a) the compensation and benefits payable and made available to the Instructors and Clinical Instructors, and (b) withholding any applicable federal and state taxes and other payroll deductions as required by law.

8. Insurance Coverage.

a. State-Operated Institutions. This provision is applicable to Schools that are owned and operated by the State of Oklahoma. The School represents that it and its faculty are self-insured according to the Oklahoma Governmental Tort Claims Act. The School agrees to furnish verification of professional liability insurance covering the participating Students and Instructors. The Facility shall maintain insurance in amounts sufficient to cover its responsibilities under this Agreement. During the term of this Agreement, the School shall require Students and Instructors to maintain, and each Student and Instructor shall continuously maintain professional liability insurance in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, and with such coverages as may be acceptable to the Facility. Upon request, the School shall arrange for the Students to provide a certificate of insurance to the Facility evidencing such coverage and shall notify the Facility immediately if any adverse change in coverage occurs for any reason. The policies shall provide that they may not be cancelled or terminated without giving the Facility at least 30 days advance notice of cancellation or termination.

b. Institutions That Are Not State-Operated. This provision is applicable to Schools that are not owned and operated by the State of Oklahoma. During the term of this Agreement, the School shall continuously maintain for itself and for Students and Instructors professional liability insurance in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, and with such coverages as may be acceptable to the Facility. Upon request, the School shall provide a certificate of insurance to the Facility evidencing such coverage and shall notify the Facility immediately if any adverse change in coverage occurs for any reason. The policy shall provide that it may not be cancelled or terminated without giving

the Facility at least 30 days advance notice of cancellation or termination. The Facility shall maintain insurance in amounts sufficient to cover its responsibilities under this Agreement.

9. Termination.

a. Termination for Cause. The Facility may immediately terminate this Agreement for cause upon notice to the School upon the occurrence of any of the following events: (i) the failure of the School to maintain insurance coverage as required by this Agreement; or (ii) the School fails to bar a Student from participating in a Clinical Rotation after the Facility has informed the School to remove a Student for reasons permitted under this Agreement.

b. Termination for Material Breach. If either party defaults by the failure to comply in all material respects with the terms of this Agreement, the other party may terminate this Agreement by giving at least 30 days prior written notice to the defaulting party, specifying in reasonable detail the nature of the default, unless the defaulting party remedies the default within the 30 day period. This provision shall not constitute an election of remedies by either party, and each party shall have and retain all rights and remedies that may be available at law or in equity in the event of breach or default by the other party.

10. Responsibility for Actions. Each party shall be responsible for its own acts and omission and the acts and omissions of its employees, officers, directors and affiliates. A party shall not be liable for any claims, demands, actions, costs expenses and liabilities, including reasonable attorneys' fees, which may arise in connection with the failure of the other party or its employees, officers, directors, or agents to perform any of their obligations under this Agreement. If the School is an agency or institution of the State of Oklahoma, the School's liability shall be governed by the Oklahoma Governmental Tort Claims Act.

11. Disclaimer of Intent to Become Partners. The Facility and the School shall not by virtue of this Agreement be deemed to be partners or joint venturers. Neither party shall incur any financial obligation on behalf of the other.

12. Notices. Any and all notices, consents or other communications by one party intended for the other shall be deemed to have been properly given if in writing and personally delivered, transmitted by electronic means, or deposited in the United States first class mails, postpaid, to the addresses or numbers set forth below the signatures of the parties.

13. Confidentiality. The School shall, and the School must require Clinical Instructors, Instructors and Students to, keep confidential and not divulge to anyone else any of the proprietary, confidential information of the Facility, including patient information, unless such information (a) is or becomes generally available to the public other than as a result of disclosure by the School or any of the Students, or (b) is required to be disclosed by law or by a judicial, administrative or regulatory authority. The School, Clinical Instructors, Instructors and Students shall not use such information except as required to provide patient care services in the Clinical Rotations.

14. HIPAA Compliance.

a. The School must, and the School shall require the Clinical Instructors, Instructors and Students to, appropriately safeguard the protected health information of patients, in accordance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996, as it may be amended from time to time (“HIPAA”) and applicable law. Instructors and Students may use and disclose protected health information solely for the education and treatment purposes contemplated by this Agreement.

b. With respect to information obtained or received from the Facility, the School shall: (i) not use or further disclose the information other than as permitted or required by this Agreement or as required by law; (ii) use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Agreement; (iii) report to the Facility any use or disclosure of the information not provided for by this Agreement of which the School becomes aware; and (iv) require that any agents, including a subcontractor, to whom the School provides protected health information received from, or created or received by the School on behalf of, the Facility agrees to the same restrictions and conditions that apply to the Facility with respect to such information.

15. Rights in Property. All supplies, fiscal records, patient charts, patient records, medical records, X-rays, computer-generated reports, pharmaceutical supplies, drugs, drug samples, memoranda, correspondence, instruments, equipment, furnishings, accounts and contracts of the Facility shall remain the sole property of the Facility.

16. Non-Discrimination. Except to the extent permitted by law, the Facility, the School, Instructors and Students shall not discriminate on the basis of race, color, creed, sex, age, religion, national origin, disability or veteran’s status in the performance of this Agreement. As applicable to the School, the provisions of Executive Order 11246, as amended by EO 11375 and EO 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60 et. Seq.) are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The School represents that, except as permitted by law, all services are provided without discrimination on the basis of, race, color, creed, sex, age, religion, national origin, disability or veteran’s status; that it does not maintain nor provide for its employees any segregated facilities, nor will the School permit its employees to perform their services at any location where segregated facilities are maintained. In addition, the School agrees to comply with Section 504 of the Rehabilitation Act and the Vietnam Era Veteran’s Assistance Act of 1974, 38 U.S.C. Section 4212.

17. Facility Policies and Procedures. The School shall, and the School must require Instructors and Students to, comply with the policies, rules, and regulations of the Facility as provided to the School by the Facility.

18. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

19. No Assignment. Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other.

20. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective legal representatives, successors and permitted assigns.

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

22. Rights Cumulative; No Waiver. No right or remedy conferred in this Agreement upon or reserved to the Facility is intended to be exclusive of any other right or remedy. Each and every right and remedy shall be cumulative and in addition to any other right or remedy provided in this Agreement. The failure by either the Facility or the School to insist upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy shall not impair any such right or remedy or be construed as a waiver or relinquishment with respect to subsequent defaults.

23. No Third-Party Beneficiaries. This Agreement is not intended to confer any right or benefit upon, or permit enforcement of any provision by, anyone other than the parties to this Agreement.

24. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and cannot be changed or modified except by another agreement in writing signed by the parties.

SCHOOL:

Oklahoma City University, Kramer School of Nursing

By _____ Date _____
(Signature)

Name and Title: Gina Crawford, DNP, APRN-FNP-C, CNE
Dean and Associate Professor

FACILITY:

Norman Public Schools

By _____ Date _____
(Signature)

Name and Title: _____



CAPITAL WASTE SOLUTIONS SERVICE AGREEMENT

Service Address:		Billing Address:	
Facility Name	_____	Facility Name	_____
Address 1	_____	Address 1	_____
Address 2	_____	Address 2	_____
City/State/ZIP	_____	City/State/ZIP	_____
Facility Phone	_____	Billing Contact	_____
Contact Person	_____	Billing E-Mail	_____
Contact E-Mail	_____	Billing Phone	_____
Contact Phone	_____	Preferred Invoice Delivery Method, Paper or Email	_____

Services to be Provided	
Payment Schedule: _____	Compliance Training <input type="checkbox"/>
Service Frequency: _____	Sharps Containers Size & Quantity _____
Medical Waste Container Size & Quantity: _____	Type of Waste Generated _____
_____	_____
Additional Pickup Cost: _____	_____
_____	_____

Service Fee:

Customer: X _____

Print Name: _____

Title: _____ Date: _____

Capital Waste: X _____

Print Name: _____

Title: _____ Date: _____

Capital Waste Use Only	
Type of Agreement _____	Term of Agreement _____
Container Setup Date _____	Service Area _____
Contract Effective Date _____	1st Pickup Date _____
Account # _____	Facility Hours of Operation _____
Facility Special Instruction: _____	Special Closing Dates _____
_____	_____
_____	_____

TERMS AND CONDITIONS

1. Services Provided by Capital Waste. Subject to these Terms and Conditions and in accordance with the Code of Federal Regulations, ("CFR"), state and local laws and regulations as well as Capital Waste's Medical Waste Acceptance Policy attached hereto as Exhibit A and incorporated herein (the "Policy"), Capital Waste Solutions, LLC

("Capital Waste") shall collect and transport all Regulated Medical Waste (except Non-confirming Waste) generated by Customer during the term of this Agreement.

2. Title to Waste. Customer shall retain title to the Regulated Medical Waste at all time prior to the collection thereof by Capital Waste. Customer shall always retain title to any Non-Conforming Waste, whether refused for collection or returned to Customer, for proper disposal.

3. Shipping. All Regulated Medical Waste must be accompanied by a properly completed shipping document pursuant to the CFR. Capital Waste employees may refuse containers that are determined to be Non-Conforming as identified in the Policy. Customer shall place in such containers only "Regulated Medical Waste" as defined by the CFR, or by any other federal, state and local regulations. Customer represents and warrants that (i) the waste presented for collection and transportation will not contain any "hazardous", "toxic", "radioactive" or Non-Conforming Waste as defined by the CFR and all other applicable laws, regulations and the Policy, and (ii) the waste strictly conforms to Capital Waste's Policy.

4. Non-Conforming Waste. Waste will be considered non-conforming if it has constituents, characteristics, components or properties not included within the definition of Regulated Waste. Examples of non-conforming waste are provided on Exhibit A. Capital Waste may, in its sole discretion, and at the Customer's sole cost and expense, reject and return the Non-Conforming Waste to Customer.

5. Term of Agreement. Subject to the provisions herein, the term ("Term") of this agreement shall be 12 months from the Effective Date as set forth in the Service Agreement of which these Terms and Conditions are a part. The Term shall automatically renew for consecutive renewal periods equal to the original Term (each a "Renewal Term") unless either party notifies the other in writing of its intent does not renew at least sixty (60) days prior to the end of the then current Term.

6. Adjustments to Contract Prices. Capital Waste reserves the right to adjust the contract price set forth in the Service Agreement to account for operation changes it implements to comply with changes in law, or to cover increases in the cost of fuel, insurance, or transportation, or to otherwise address cost escalation.

7. Early Termination. In the event Customer terminates this Agreement prior to expiration of any Term hereof, or fails to perform any of its obligations under this Agreement, Capital Waste shall have all rights and remedies provided at law or in equity, as well as the right to recover from Customer an amount (which the parties hereby acknowledge constitutes Capital Waste's liquidated damages and not a penalty) equal to fifty percent (50%) of the Customer's average monthly charge multiplied by the number of months (including any partial months) remaining on the Term until the original expiration date of the then- current Term. Capital Waste shall have the right to terminate this Agreement at any time by giving Customer at least sixty (60) days written notice if it is unable to continue performing its obligations under this Agreement due to the suspension, revocation, cancellation or termination of any license or permit required to perform this Agreement, or if a change in any law or regulation makes it impractical or uneconomical, in Capital Waste's sole discretion, to continue performing this Agreement. A party may terminate this Agreement upon written notice to the other party in the event the other party commits a material breach of this Agreement and does not remedy such breach within sixty (60) days after receipt of written notice from the other party.

8. Payment Terms. Payments are due within thirty (30) days of the invoice date. Capital Waste reserves the right to charge a late fee no greater than that allowed by law on balances not paid within thirty

(30) days from the date of the invoice. Should any amounts due pursuant to this Agreement remain unpaid for more than 30 days from the date of the debt's first invoice, Capital Waste shall have the option, without notice to Customer, to suspend service under this Agreement until the

overdue amounts (plus late charges fees) are paid. In addition to Capital Waste's charges under this Agreement, the Customer shall pay all taxes imposed or levied by any governmental authority with respect to services or products provided by Capital Waste. Such taxes shall include all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but do not include any taxes on Capital Waste's net income). Capital Waste shall cooperate with the Customer to determine the applicability of any exemption certificates that the Customer provides to Capital Waste in a timely manner. Notwithstanding any limit to adjust the contract price, Capital Waste reserves the right to further adjust the amounts payable and due to Capital Waste for fees incurred resulting from compliance with environmental- protection or safety laws not contemplated by Capital Waste as of the date of this Agreement. If Capital Waste suspends services under this Agreement for any reason, including the expiration or termination of this Agreement or Customer's breach, Capital Waste may remove all containers belonging to it from Customer's premises and assess Customer a \$50.00 pick-up fee for such removal.

9. Charges For Failure to Comply with Terms and Conditions; Non-Conforming Waste; Changed Conditions; and Additional Services.

Capital Waste may also impose an extra charge if Capital Waste attempts to collect waste at a customer location (on either a scheduled collection date or time or in response to a Customer request) and, through no fault of Capital Waste, either (a) there is no Regulated Medical Waste for Capital Waste to collect, (b) waste is not ready for collection or (c) the Customer location is closed; (c) shipping materials in the wrong container; (d) excess waste volumes significantly greater than average for similar generators; (e) costs associated with handling any Non-Conforming Waste; (f) any costs or expense incurred by Capital Waste caused by Customer's failure to comply with these Terms and Conditions; or (g) any costs related to changes in applicable law occurring after the date of this Agreement.

10. Customer's Liability for Equipment. Customer shall have the care, custody and control of containers and other equipment owned by Capital Waste and placed at Customer's premises and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of Capital Waste. Customer agrees to defend, indemnify and hold harmless Capital Waste from and against all claims for loss or damage to property, or personal injury or death, resulting from or arising in any manner out of Customer's use, operation or possession of any containers and other equipment furnished under this Agreement. Any damage or loss to such containers and equipment, other than normal wear and tear, will be charged to and paid for by the Customer at full replacement value.

11. Indemnification by Each Party. Provided Customer complies with these Terms and Conditions, Capital Waste shall indemnify and hold Customer harmless from any liabilities arising from Capital Waste's breach of these Terms and Conditions or violations of law.

Customer shall indemnify and hold harmless Capital Waste from any liabilities arising from the failure to properly classify, store, package, label, document or segregate Regulated Medical Waste and any liabilities relating to Non- Conforming Waste, whether collected or transported by Capital Waste. The attorney's fees and costs incurred by the successful party in any dispute arising hereunder shall be paid as soon as is practicable by the unsuccessful party.

12. **License of Compliance Materials.** To the extent that Capital Waste provides Customer with any electronic or printed materials relating to waste or the compliance with this Agreement (the "Compliance Materials"), it does so subject to a limited license to Customer to use the Compliance Materials for Customer's own non-commercial use. Capital Waste may revoke this license at its discretion at any time. Customer may not copy or distribute the Compliance Materials in any manner, nor use or republish the Compliance Materials for or to any third party. Customer acknowledges that the breach of this provision would cause harm to Capital Waste which may be difficult or impossible.

to quantify. As a result, thereof, Customer agrees that Capital Waste may seek and obtain injunctive relief for any each violation of these terms. Customer agrees to return all Compliance Materials to Capital Waste at Customer's expense at the expiration or termination of this Agreement. Capital Waste may charge the Customer a fee for the failure to return Compliance Materials in accordance herewith.

13. **Insurance.** Capital Waste hereby agrees to carry General Liability, Automobile Liability, and Workmen's Compensation Insurance as required by applicable law, and to otherwise comply with all federal and state laws, rules and regulations applicable to its performance hereunder. Customer shall carry General Liability Insurance in amounts agreed to by Capital Waste and shall include Capital Waste thereon as an additional insured. Each party shall provide to the other, upon request, a certificate or other documentation showing such insurance coverage.

14. **Permits, Licenses, and Authorizations, Compliance with Laws.** As of the date of this Agreement, Capital Waste has all necessary permits, licenses, and other authorizations required to perform the services under this Agreement and will furnish copies of these documents to Customer upon request. Customer hereby agrees to comply with all federal and state laws, rules and regulations applicable to its handling of Regulated Medical Waste and its performance under this Agreement, including, without limitation, all applicable record-keeping, documentation and manifesting requirements of the CFR. Customer acknowledges that Capital Waste has advised Customer of the Regulated Medical Waste service-frequency requirements within Customer's state (if applicable), and Customer has determined its desired frequency independent of Capital Waste's recommendation. The Customer hereby agrees to indemnify and hold Capital Waste harmless for and from any costs, claims, or damages resulting from Customer's decisions about service frequency that do not comply with applicable regulations. Capital Waste and Customer shall keep and retain adequate books and records and other documentation, including personnel records, correspondence, instructions, plans, receipts, vouchers, copies of manifests and tracking records, consistent with and for the periods required by applicable regulations and guidelines pertaining to storage or handling of Regulated Medical Waste and the services to be performed under this Agreement.

15. **Force Majeure.** Capital Waste shall not be responsible if its performance is interrupted or delayed by events beyond its control, including, without limitation, acts of God, war, blockades, riots, explosion, strikes, lockouts or other labor or industrial disturbances, fires, accidents to equipment, injunctions or compliance with laws, regulations, guidelines or orders of any governmental body or instrumentality thereof (whether now existing or hereafter created).

16. **Independent Contractor.** Capital Waste's relationship with Customer pursuant hereto is that of an independent contractor, and nothing in

this Agreement shall be construed to designate Capital Waste as an employee, agent or partner of or a joint venturer with Customer.

17. **Amendment and Waiver.** All amendments to this Agreement shall be affected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed.

a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

18. **Entire Agreement.** This Agreement (including any attachments, exhibits and the Policy incorporated herein and the Service Agreement to which everything is attached) constitutes the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.

This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal and legal representatives, successors, and assigns of the parties hereto, provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Capital Waste, which consent may not be unreasonably withheld.

19. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the

State of Oklahoma without regard to the conflicts of laws or rules of any jurisdiction. Any dispute arising hereunder must be brought or defended only in the state or federal courts sitting within the City of Tulsa, State of Oklahoma, it being agreed by the parties that such courts shall have exclusive jurisdiction and that venue is proper therein.

20. **Notices.** All required notices, or those which the parties may wish to give under this Agreement, shall be in writing and sent to the parties'.

addresses set forth in the Service Agreement.

21. **Counterparts.** A copy or facsimile of this Agreement shall be as effective as an original, and two or more counterparts shall constitute the same Agreement.

22. **Conflict. In the event of conflict between the terms or conditions contained in this Agreement and any purchase order, purchase order agreement, invoice, or other document submitted by Customer in any manner which vary from or conflict with these Terms and Conditions, the terms and conditions of this Agreement shall prevail.**

23. **Compliance Training.** For accounts with compliance training, The first 10 compliance training credits, per year, are free of charge and are issued when the account is first created. Any additional training credits will be charged for a fee of \$10.00 per credit unless notified otherwise.

24. **Hazardous Waste.** Capital Waste Solutions reserves the right to subcontract any hazardous waste to a licensed and insured 3rd party provider.

EXHIBIT A



WASTE ACCEPTANCE PROTOCOL

The purpose of this document is to outline the scope and content of those waste streams that CWS can accept, as well as to describe the “non-conforming wastes” which are unacceptable and prohibited. As regulations change and circumstances warrant, it will be updated to reflect those changes.

CWS IS A FULLY LICENSED AND PERMITTED TRANSPORTER FOR REGULATED MEDICAL WASTE. MEDICAL WASTE IS REGULATED BY EACH INDIVIDUAL STATE BUT IS TYPICALLY CATEGORIZED AS FOLLOWS:

- Sharps including any object capable of cutting, protruding or penetrating its packaging, including needles, syringes, scalpels, blades, broken glass, broken pipettes, dental wires and sharp plastic.
- Disposable items generated in the treatment of humans or animals with a known or suspected communicable disease.
- Blood, blood products, or items saturated with blood so that it is wet or dripping such as bandages, dressings, and other disposal products.
- Laboratory cultures and disposable items used in a laboratory setting.
- These items are acceptable when placed as required in the appropriate containers.

OTHER ACCEPTABLE WASTES:

The following waste streams are acceptable providing they are segregated in containers appropriately labeled and containing the words “For Incineration Only.”

- Pathological Waste
- Trace Chemotherapy Waste
- Pharmaceutical Waste not regulated under RCRA as hazardous or DEA as a controlled substance.

NON-CONFORMING WASTE:

CWS does not accept any waste regulated under the Resource Conservation and Recovery Act (RCRA) as hazardous, ignitable, corrosive, toxic, etc, nor any of the following wastes: Bulk liquids, radioactive waste, heads, torsos, human fetuses, human fetal tissue, infectious substances rated either Category A by USDOT or at or above Biosafety Level 4 by CDC. Further CWS does not accept any Controlled Substance as defined by the Department of Justice, Drug Enforcement Administration (DEA), or any chemical waste of any kind.

CWS maintains the right to refuse to accept any waste that due to packaging, labeling, or questions about contents brings into question the conformity of the waste. Should CWS receive any non-conforming waste without prior knowledge it may be returned to the generator for proper disposal.

Generator Statement

Generator is responsible for ensuring that appropriate medical waste is placed in appropriate medical waste containers for appropriate disposal per the service contract.

Signature: X _____

Date: _____

**TRAINING SITE AGREEMENT BETWEEN
NORMAN REGIONAL HEALTH SYSTEM**

AND

NORMAN PUBLIC SCHOOLS

This Training Site Agreement (the “Agreement”) made **July 1, 2025** (the “Effective Date”) by and between NRHS Training Center (the “Training Center”) and Norman Public Schools (“Training Site-Organization Name or Individual Instructor”).

RECITALS

WHEREAS, NRHS Training Center is an approved American Heart Association (AHA) Training Center and is nationally authorized to provide Training Center Services.

WHEREAS, the Training Center supports AHA Training Sites developed by individual AHA-approved instructors, local employers and community and business organization to conduct training courses as approved by the American Heart Association using the AHA educational curriculums. NRHS Training Site NRHS

WHEREAS, all AHA courses conducted by NRHS Training Center affiliated Instructors/Training Sites will be in accordance with the program standards of the AHA and NRHS Training Center.

NOW THEREFORE, the parties wish to memorialize their understanding and obligations in this Agreement.

I. TERMINATION. The initial term of this agreement shall be for a period of two (2) years from the date above and will be renewable with approval of the NRHS Training Center Coordinator and successful completion of a biannual site visit and audit of Training Site practices. This agreement can be terminated at the discretion of the Training Center.

II. DEFINITIONS.

A. AHA. “AHA” shall mean American Heart Association.

B. ECC. “ECC” shall mean Emergency Cardiovascular Care.

C. AHA Materials. “AHA Material” shall mean those materials published by the AHA, including, but not limited to, textbooks, instructor manual, tests, test keys, evaluation forms, newsletters, and course completion cards.

- D. AHA Instructor.** “AHA Instructor” shall mean a person who has completed the AHA instructor course, has been successfully monitored and is currently in good standing with the AHA as an instructor.
- E. Course Documentation.** “Course Documentation” shall mean those documents required by policy to be utilized during each course, recorded and/or stored with each course file, and/or transmitted to NRHS Training Center for certification processing.
- F. NRHS Training Center Coordinator.** “NRHS Training Center Coordinator” shall mean the NRHS Training Center employee responsible for administration and management of the training center for a given course (PALS, ACLS, BLS, etc.) including, but not limited to, Instructor and Training Site oversight.

III. OBLIGATIONS OF NRHS TRAINING CENTER

- A.** Maintains all course documentation and records for each course taught by the Training Site following to the AHA guidelines for a minimum of three years.
- B.** Provides and utilizes only current AHA materials including tests, manuals, and update publications.
- C.** Reviews supplemental materials produced by other publishers and assures their use as supplemental material and not to be used for primary material.
- D.** Will conduct site visits at least once every two years by NRHS Training Center, to include a review of and audit of classes conducted by the Training Site to assure compliance with all AHA and NRHS policies and procedures.
- E.**
- F.** Assures that all instructors/training sites will be updated with all necessary training information as directed by the AHA.
- G.** Provides AHA course completion cards in a timely manner.

IV. OBLIGATION OF TRAINING SITE/INSTRUCTOR

- A.** Offers and conducts one or more of the AHA Courses including BLS, ACLS, PALS, PEARS, First Aid and EKG according to the course guidelines and process as outlined in the Instructor manuals for each discipline.
- B.** Utilizes only approved AHA materials including videos, DVD’s, posters, and written tests. Any additional materials must be reviewed by the NRHS’s TCCs and/or training committee for approval prior to distribution. All materials must be in compliance with the AHA standards and science studies.
- C.** Training Site Maintains and ensures that all instructors have access to the following:

- i.** Current copy of this agreement.
 - ii.** Follow the AHA Program Administration Manual and know how to access it.
 - iii.** Current copy of the AHA Guidelines for CPR and ECC.
 - iv.** Reference copy of the current instructor manuals and tool kits including videos for each discipline and Training Site/Instructor is authorized to teach.
 - v.** Each student taught by the instructor has their own copy of the relevant book from AHA to include e-version or hard copy book. The student must bring it to class. The manuals are not provided by the instructor and then returned at the end of class UNLESS the student is a current employee of the Training Center for which NRHS will supply the manual.
- D.** Maintain the following in either paper or electronic format:
 - i.** Student Course Evaluation Forms for each class.
 - ii.** All AHA Skills Check Forms for each discipline the Training Site is authorized to teach.
 - iii.** Course Roster forms appropriate for discipline the Training Site is authorized to teach.
- E.** Securely maintain current AHA tests and answer keys. Only current AHA instructors can have access to the exams and answer keys for use in authorized classes. Sites must number the tests and make an audit before and after class to ensure test security. The tests/answer keys are not allowed to be shared among instructors.
- F.** Be solely responsible for acquisition of all equipment and materials associated with sponsored training courses. Simulating the use of equipment during an AHA course without physically having the required training aid or device is strictly prohibited. Per the AHA memo dated January of 2019, it is an AHA requirement that adult manikins have dual feedback. The manikins must meet depth and rate that are visual and/or auditory. This is inclusive of high-fidelity manikins as well as lower fidelity as long as they meet the guidelines. One set of manikins with all equipment for a station can service 3 students at max. The instructor to student ratio is on page 27 of the BLS instructor manual referencing six students for newer instructors and no more than 9 students per instructor for experienced instructors. NRHS will not process any roster that does not meet these expectations. Any migration from this

expectation and the instructor will be unaligned. There is a no tolerance policy for compliance deviation.

- G.** Assure that instructor(s) maintain good standing with the AHA.
- H.** Maintain all individual course records by hard copy or electronic formats for each course conducted, including:
 - i.** Completed course roster.
 - ii.** Course agenda indicating the instructor assignments.
 - iii.** Properly graded copies of written test answer sheet for each student.
 - iv.** All applicable skills check-off sheets for each student who is remediated for or fails a skills station.
 - v.** Completed course evaluation forms, if given.
 - vi.** Copy(s) of non-NRHS aligned current instructor cards, when applicable. NRHS reserves the right to monitor the instructor before they are approved to teach with an NRHS Instructor.
- I.** Within twenty days of course completion, Training Site maintain copies of all required forms for each course to NRHS, finalize reports in Enrollware.
 - i.** Completed course roster.
 - ii.** Course agenda with any amended segments, when applicable.
 - iii.** All applicable skills check-off sheets for each student who is remediated for or fails a skills station.
 - iv.** Summarized copy of course evaluations with any positive or negative narrative remarks.
 - v.** Copy(s) of non-NRHS aligned current instructor cards, when applicable.
- J.** Abide by AHA's policies, as applicable.
- K.** In the event that any officer, director, delegate, council, or committee member of the AHA shall have any direct or indirect interest in, or relationship with, any individual or organization which proposes to enter into any transaction with the AHA, such person shall give notice of such interest or relationship and shall thereafter refrain from discussing or voting on the particular transaction in which he or she has an interest, or otherwise attempting to exert any influence on the AHA

or its components to affect a decision to participate or not participate in such a transaction.

L. Statement of Conflict of Interest: The expectation is that ECC leaders will conduct themselves with impartiality while performing AHA ECC tasks. When this is not possible, a statement of conflict of interest must be made and recorded into appropriate venue minutes, and there may be a need for the leader to excuse himself or herself from the decision-making process.

M. The Training Site will not compete with NRHS Training Center's current direct clients. Upon disclosure of a current business relationship between NRHS and the client, the Training Site will cease efforts to provide AHA courses to the client.

The parties hereto have executed this Agreement as of the date set forth below:	
Printed name of responsible person from Training Site/Instructor _____	Printed named of responsible person from NRHS Training Center Rachel Nabors_____
Signature of responsible person _____	Signature of responsible person _____
Address:	901 N. Porter Ave. Norman, OK 73070-1308
Phone:	405-307-1000
Fax:	405-307-1766
EMAIL:	Rnabors@nrh-ok.com
Contact person if different than signature above:	
Web Site	www.NormanRegional.com

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

ATTEST:

Board of Education President

Board of Education Clerk

7017 N. Robinson Ave /Oklahoma City /Oklahoma/ 73116

2025-2026 SERVICES AGREEMENT

This Agreement is entered into by and between Total Wellness LLC located at 7017 N. Robinson Ave, Oklahoma City Oklahoma, 73116 and NORMAN PUBLIC SCHOOLS located at 131 S. Flood Avenue, Norman, OK 73069, and shall be considered effective July 1, 2025, through June 30, 2026.

TOTAL WELLNESS SERVICES Procedures: All Health exams provided by TOTAL WELLNESS will be performed by a licensed medical professional. TOTAL WELLNESS will provide all supplies necessary to conduct SERVICES and will dispose of any medical waste products as required by law.

SERVICES include the following:

1. Biometric screen/ Lab Draw (No cost with approved insurance)
 - Cholesterol Test (cardiovascular indicator)
 - Glucose Screenings (diabetes indicator)
 - CMP Digestive Disease (Electrolytes, Kidney & Liver Panel)
 - CBC (white and red blood cell count & platelets in the blood)
 - PSA (for men over as covered by insurance provider)
2. Wellness Exam-Health Risk Assessment Review (No cost with approved insurance)
 - Blood pressure, ear, nose, throat exam,
3. Optional Staff Vaccination
 - Hep B,
 - Flu shots, TDAP,, Shingles, Prevnar20 (No cost with approved insurance)
4. Vaccination for Students
 - FLU, TDAP,HPV (No cost with approved insurance including Sooner Care)
1. Optional Labs Available for cash price.
 - Inflammation Panel, Thyroid, Vitamin/Anemia Panel, Male Testosterone Panel, Female Hormone Panel
2. Personal Results
 - a. All participants will receive their individual results and personal health assessment electronically, or via regular mail by request to their home, within ten (10) business days. All individual health results are confidential and will not be shared with employer, insurance company, or anyone other than participant
3. Insurance: Supplier shall maintain, at all times during this Agreement, insurance coverage with minimum limits as follows:
 - Coverage Workers' Compensation Employer's Liability Commercial General Liability Automobile Liability
 - Limits in accordance with applicable law in accordance with applicable law \$100,000.00 each occurrence \$100,000.00 combined single limit, each accident
 - Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. Each policy of insurance shall include a 30-day notice of cancellation clause. As proof of the required insurance, Supplier shall cause a certificate of insurance to be issued to Norman Public Schools at the inception of the Agreement, with Norman Public Schools as the certificate holder, and upon renewal of any required insurance policy during the entire term of the Agreement with NORMAN PUBLIC SCHOOLS.
4. Norman Public Schools agrees not to ask employee of Total Wellness to perform any of the following job-related activities:

- Handle cash, jewelry, security or other valuables of any kind, unless job order specifications require, and Total Wellness has provided a bonded employee.
- Perform a procedure, treatment, operation, diagnosis, or other medical process for which the employee has not been specifically trained and/or experienced in, and possesses the necessary licenses, certifications, or credentials for.

- 5.. This Agreement may be terminated by either party upon a 30-day written notice to the other party. Such notice shall be personally delivered or sent by certified mail, return receipt requested, and shall be effective when received.
6. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to its conflicts of law principles, with jurisdiction and venue in any State or federal court in Oklahoma County, Oklahoma
7. Authority: The person signing this Agreement is hereby represents and warrants that he or she is authorized to execute this Agreement.

Authorized Representative: The signatories represent that are duly authorized to execute and bind the parties under this Agreement.

Notice: The primary contact for the Parties for purposes of administering this Agreement shall be:

Total Wellness

by: *Len Crawford*

Name: Len Crawford

Title: President

Date: May 12, 2025.

Norman Public Schools

by: _____

Name: _____

Title: _____

Date: _____

Extension Addendum

THIS EXTENSION (hereinafter the “Extension”) of the Agreement is entered into as of **June 9, 2025** between the Independent School District No. 29 of Cleveland County, Oklahoma, d/b/a Norman Public Schools (hereafter referred to as “Norman”), and **AlphaBEST Education, Inc.**, a corporation organized under the laws of the State of North Carolina, with a usual place of business at 620 N. Patterson Ave., Winston-Salem, NC 27101, individually a “Party” and collectively the “Parties”.

WHEREAS, Norman and AlphaBEST have entered into a contract for the provision of Before and After School Child Care Services, dated April 11, 2022 (the “Existing Agreement”), which is herein incorporated by reference. The term of said Existing Agreement commences on July 1, 2022, and is set to expire on June 30, 2023, with options to extend the Existing Agreement for four (4) additional one-year terms.

WHEREAS, Norman previously elected its option to extend the term of the Existing Agreement for additional terms through June 30, 2024 and June 30, 2025.

WHEREAS, Norman has elected to further extend the term of the Existing Agreement for an additional one (1) year through June 30, 2026.

NOW, THEREFORE, for good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Norman and AlphaBEST agree that the term of the Existing Agreement is hereby extended through June 30, 2026 (the “Extended Term”), unless earlier terminated in accordance with the provisions of the Existing Agreement.
2. During the Extended Term, the registration, tuition fees and discounts for the Before and After School Child Care Services provided by AlphaBEST shall be as follows:

Registration	\$55.00 per family
Siblings	10%*
Reduced Lunch	25%*
Free Lunch	50%*
Eligible for Subsidy Reimbursement	100%**
District Employee	100%***
Late payment fee	\$15.00 per occurrence
Late pick-up fee for 1 – 15 minutes	\$15.00
Late pick-up fee for 16 – 30 minutes	\$30.00
Late pick-up fee for 31 or more minutes	\$1.00 each additional minute per family
Returned Check Fee	\$25.00
Credit Card Processing Fee	1% per transaction
NSF fees	Maximum allowable by law

*Only applicable to five-day care. Families may elect only one discount option.

**Families eligible for free and reduced lunch (FRL) can receive up to a 100% discount after proof of FRL eligibility, a subsidy application, and receipt of approval for a child care subsidy voucher have been completed. AlphaBEST will work closely with each family to guide them through the entire process. Until AlphaBEST is in receipt of a child care subsidy voucher, FRL families will be eligible for a 50% tuition discount. If an approved child care subsidy voucher is less than the amount of tuition, families will be responsible for a co-pay equivalent to the difference.

***Norman employees receive a 100% discount towards all registration and tuition fee options on employee contract days.

2025.2026 Fee Schedule				
Enrollment Type	Before School	After School	Before and After School	Frequency
5 days per week	\$41.00	\$78.00	\$109.00	Per week
4 days per week	\$39.00	\$73.00	\$103.00	Per week
3 days per week	\$34.00	\$66.00	\$93.00	Per week
2 days per week	\$26.00	\$52.00	\$72.00	Per week
1 day per week	\$13.00	\$27.00	\$36.00	Per week

2025.2026 Fee Schedule (Pre-k Only)				
Enrollment Type	Before School	After School	Before and After School	Frequency
5 days per week	\$46.00	\$83.00	\$114.00	Per week
4 days per week	\$44.00	\$78.00	\$108.00	Per week
3 days per week	\$39.00	\$71.00	\$98.00	Per week
2 days per week	\$31.00	\$57.00	\$77.00	Per week
1 day per week	\$19.00	\$32.00	\$41.00	Per week

2025.2026 Alternative Fee Options for Enrolled Students		
Enrollment Type	Fee	Frequency
Full-Day Care	\$57.00	Per day
Full-Week Care	\$155.00	Per week

2025.2026 Alternative Fee Options for Non-Enrolled Students****		
Enrollment Type	Fee	Frequency
Flexible Scheduling/Drop-in (Before or After)	\$15.00	Per day

****Non-enrolled families must register at least seven (7) days prior to attendance.

Summer Programs 2025

3. **Summer Programs:** Norman and AlphaBEST agree that AlphaBEST shall operate the following Summer Programs beginning and ending on dates to be mutually agreed upon by the Parties.

- a. Full-Day Summer Excursions Day Camp Programs (“Full-Day Programs”)
 - i. Full-Day Programs will be offered for 10 weeks beginning May 28, 2025 through August 1, 2025 for rising kindergarten through 6th grade students.
 - ii. Full-Day Programs will be offered from 7:00 a.m. – 6:00 p.m. Mondays through Fridays.
 - iii. Full-Day Programs will be offered at three (3) program sites.
- b. Work Day Camp for children of Norman employees (“Work Day Camp”)
 - i. Work Day Camp will be offered from August 6, 2025 through August 12, 2025.
- c. Adventures in STEAM Camp
 - i. Adventures in STEAM camp will be offered June 2, 2025 through June 5, 2025, June 9, 2025 through June 12, 2025, June 16, 2025 through June 19, 2025 and June 23, 2025 through June 26, 2025 from 1:00 p.m. to 4:00 p.m. with options for after care from 4:00 p.m. - 6:00 p.m.
- d. Going Places Afternoon Camp (“Going Places”)
 - i. Going Places will be offered from July 7, 2025 through July 11, 2025 and July 14, 2025 through July 19, 2025, from 1:00 p.m. to 4:00 p.m. with options for after care from 4:00 p.m. to 6:00 p.m.

4. **Summer Programs Fee Schedule:** For the Summer Programs provided by AlphaBEST, the tuition fees and discounts shall be as follows.

Full-Day Summer Excursions Programs

Registration Fee Options: \$20.00/student (non-refundable)
 \$50.00/3+ students (non-refundable)

2025 Fee Schedule*		
Enrollment Type	Fee	Frequency
5 days per week	\$150.00	Per week
5 days per week – Siblings	\$125.00	Per week

*Up to 260 Norman day employees will receive a 30% discount. The discounted cost will be \$105.00 per week.

Adventures in STEAM Program

Registration Fee: \$20.00/student

2025 Fee Schedule*		
Enrollment Type	Fee	Frequency
4 days per week (1:00 p.m. to 4:00 p.m.)	\$100.00	Per week
4 days per week (4:00 p.m. to 6:00 p.m.)	\$100.00	Per week

Going Places

Registration Fee: \$20.00/student

2025 Fee Schedule		
Enrollment Type	Fee	Frequency
5 days per week	\$195.00	Per week

5. Except as expressly modified hereby in the Extension, the Existing Agreement shall remain in full force and effect, and the terms and conditions thereof shall govern the services provided by AlphaBEST during the Extended Term. This Extension shall be construed and enforced in accordance with the substantive laws of the State of Oklahoma. This Extension, together with the Existing Agreement, represents the entire agreement of the Parties with respect to its subject matter and may not be modified in any manner except by a written instrument signed by both Parties.

IN WITNESS WHEREOF, Norman and AlphaBEST have executed this Extension with intended effect as of the Effective Date first above written.

[Separate Signature Page Follows]

SEPARATE SIGNATURE PAGE TO
EXTENSION ADDENDUM

NORMAN PUBLIC SCHOOLS

ALPHABEST EDUCATION, INC.

By: _____

By: _____

Print Name: Alex Ruggiers

Print Name: _____

Title: Board Vice Presiden

Title: _____

Date: June 9, 2026

Date: _____

ORDER FORM

This Order Form is made by and between Norman Public Schools (hereinafter “**Client**”) whose principal place of business is 131 S Flood Ave, Norman, Oklahoma, United States 73069-5463 and Diligent Corporation (hereinafter “**Diligent**”), whose principal place of business is located at 1111 19th St NW, 8th Floor, Washington DC 20036. The Order Form is effective as of the **Effective Date**, as defined below. Each of Client and Diligent are a “**Party**” and are together the “**Parties**.” All amounts are in USD currency.

A. Terms

This Order Form, together with the applicable General Terms and Conditions as identified at <https://diligent.com/governance-cloud-terms-conditions> and the applicable Product Terms as identified at <https://diligent.com/product-terms>, form the entire agreement between the parties in respect of the products and services set forth in this Order Form (the “Agreement”). For purposes of this Agreement, in the event of any conflict between the Order Form and the General Terms and Conditions, the Order Form shall control. Notwithstanding anything to the contrary in any purchase order or other document provided by Client, any product or service provided by Diligent to Client in connection with a purchase order related to this Order Form is conditioned upon Client’s acceptance of the Agreement. Any additional, conflicting or different terms proffered by Client in a purchase order or otherwise shall be deemed null and void.

B. Diligent Services

Diligent Community Essentials Package

Description	Detail	Start Date	End Date	Quantity	Annual Price Per	Total Annual Price
Diligent Community Essentials Platform	Community Essentials Platform	July 01, 2025	June 30, 2026	1	6,000.00 USD	6,000.00 USD
Policy Publisher for Diligent Community Essentials		July 01, 2025	June 30, 2026	1	0.00 USD	0.00 USD

Total Annual Subscription Fee: 6,000.00 USD

One-Time Installation Fee: 0.00 USD

As of the execution of this Order Form, Client will pay a total of 6,000.00 USD (plus applicable taxes) for the subscriptions and/or services purchased under this Order Form. Upon execution of this Order Form, Diligent will issue billing documents for such subscriptions and/or services, which may include invoices or credit memos as applicable.

Pricing is valid until April 30, 2025. If the Agreement received is executed by Client after this date, Diligent may accept or reject the Agreement in its sole discretion.

The “Effective Date” of this Agreement shall be the Start Date as set forth above and the Initial Term of the Agreement shall run from the Effective Date through the End Date as set forth above.

After the Initial Term, the term of the Agreement will automatically renew for additional 1 year Renewal Terms, unless either Party provides the other written notice of non-renewal no later than 30 days prior to the expiration of the Initial Term or any Renewal Term. For each year of the Term, pricing shall increase by 5.00% on each anniversary of the Effective Date. Any notices of non-renewal issued by Client to Diligent must be provided to



Agreement Number: Q-1386267

billing@diligent.com. All Subscription Fees shall be payable on an Annual basis in advance. All payments are due Net 30 days from the date of invoice.

C. Notices And Client Information

	Invoicing	Notices
Client Contact Name:		
Address:		
Billing Contact:		
Phone:		
E-mail:		
Additional Email:		
VAT/Tax ID:		
Purchase Order:		

IF APPLICABLE: ☐ Tax-exempt Entity: Please attach a copy of your tax-exemption certificate to this Order Form.

Notices to Diligent:

Except as otherwise identified, all notices to Diligent shall be sent to: Legal@diligent.com

D. Additional Terms

1. This Agreement in particular supersedes the previous agreement between Client and Diligent dated February 08, 2021 (the "Preceding Contract"), which Preceding Contract is hereby terminated by the Parties as of the Effective Date and provided that nothing under this Agreement relieves Client of any liability for fees due under the Preceding Contract that are attributable prior to the Effective Date. Any fees that have been prepaid under the Preceding Contract that are attributable from the Effective Date onward shall be applied to the fees due from the Client to Diligent under this Agreement. For the avoidance of doubt, this Section does not relieve Client of any liability for the fees due pursuant to this Agreement.
2. Notwithstanding the foregoing, Diligent will make available the software-as-a-service offerings available in the Preceding Contract (the "Previous Products") for a limited additional period of up to ninety (90) days after the Effective Date of this Agreement (the "Transition Period") at no additional cost to Client for the purpose of enabling an ordinary transfer to Client's use of the software-as-a-service offerings in this Order Form, subject at all times to Client continuing to provide reasonable cooperation to Diligent, including assistance to complete any implementation objectives. For the avoidance of doubt, such use of the Previous Products by Client during the Transition Period shall continue to be governed by the terms of the Preceding Contract except that, in the event of any conflict between the terms of the Preceding Contract and this Agreement, this Agreement shall control.



Agreement Number: Q-1386267

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as of the Effective Date.

Norman Public Schools
("Client")

Signature:

Name:

Job Title:

Date:

Diligent Corporation
("Diligent")

Signature:

Name:

Job Title:

Date:

**RESOLUTION AUTHORIZING THE APPLICATION OF INDEPENDENT SCHOOL DISTRICT
NO. 29, CLEVELAND COUNTY, OKLAHOMA FOR AN OPIOID ABATEMENT GRANT
RENEWAL**

RESOLUTION AUTHORIZING AND APPROVING THE APPLICATION OF INDEPENDENT
SCHOOL DISTRICT NO. I-29, A/K/A "NORMAN PUBLIC SCHOOLS" OR "NPS" FOR AN
OPIOID ABATEMENT GRANT RENEWAL

WHEREAS, applications are being accepted from various entities including Oklahoma political
subdivisions for opioid abatement grants; and

WHEREAS, Norman Public Schools desires to reapply for this grant program to the greatest
extent possible as a means of educating students and reducing opioid-related distribution and
dependence that interferes with students' physical, social, and mental functioning as well as the
ability to take advantage of education opportunities; and

WHEREAS, Norman Public Schools Board, staff, parents, and community partners have
identified opioids as a substantial detriment to students and their education participation and
progress as a high priority within NPS and the community; and

WHEREAS, the Norman Public Schools Grant Application details its proposed use of the grant
award,


**NOW, THEREFORE, BE IT RESOLVED BY THE NORMAN PUBLIC SCHOOLS BOARD OF
EDUCATION AS FOLLOWS:**

Section 1: Norman Public Schools demonstrates its support for the submission of the
renewal of the grant application to the Opioid Abatement Board by its approval of this
Resolution.

Section 2: This Resolution shall be effective following its adoption by the Norman Public
Schools Board of Education. Passed by the Norman Public Schools Board of Education
this 9th Day of June 2025.

ATTEST:

Alex Ruggiers
Vice President NPS Board of Education



Kirena Hime
NPS Director of Counseling and Advocacy



OKLAHOMA PUBLIC SCHOOL INVESTMENT INTERLOCAL

2801 North Lincoln Boulevard, Suite 125 • Oklahoma City, OK 73105
(405) 528-3571 • (405) 528-5695 (FAX) • www.olaponline.org

April 29, 2025

To: Superintendents of Districts Belonging to the Oklahoma Public School Investment Interlocal [Oklahoma Liquid Asset Pool (OLAP)]

From: Dr. Shawn Hime, Board President

Re: Board of Directors' Nominee

The Oklahoma State School Boards Association (OSSBA) is recommending the following nominee to be presented to the boards of member districts. The nominee and the organization recommending the nominee are as follows:

Position No. 12: Mandy Kincannon, School Board Member of Moore Public Schools (OSSBA)

Agenda item should read as follows:

Consideration and vote to elect or not to elect the following as new member of the board of directors of the Oklahoma Public School Investment Interlocal Cooperative (55K001):

Yes ☒ No ☐ Position No. 12: Mandy Kincannon (OSSBA), School Board Member of Moore Public Schools, to a 2025-2028 term.

School District: Norman Public Schools

Board Clerk: _____

Please include this item on your May board agenda and notify the Oklahoma Public School Investment Interlocal of the action of your board, by returning the above ballot **via facsimile to Mong Chia, Board Clerk, at 405-528-5695 or email to mong@ossba.org by Friday, May 30, 2025**. Should you have any questions, feel free to contact me or Mong Chia at 405-528-3571. Thank you for your cooperation.



Norman Public Schools

131 South Flood Avenue

Norman, Oklahoma 73069

www.normanpublicschools.org

STATEMENT OF AUTHORIZATION

The Oklahoma State Department of Education requires the summary and detail expenditure claim reports must be signed by the Superintendent or a representative authorized by the local board of education. For Norman Public Schools, the Board of Education authorizes the Superintendent to appoint the following positions:

Executive Director of Support Services - Gayla Mears

Federal Programs Director - Dr. Dana Morris

Director of Special Services - Christy Washington

Chief Financial Officer - Tyler Jones CPA

Director of Finance - Kari Moeller CPA

Assistant Treasurer - Vladia Cortest CPA

Approved this day of June, 9 2025, by the Board of Education of Independent School District #29, Norman, Cleveland County, Oklahoma.

Dirk O'Hara President, Board of Education

Cathy Sasser Clerk, Board of Education

Mission: To prepare and inspire all students to achieve their full potential

Values: Integrity | Inclusiveness | Collaboration | Optimism



Public Finance Division
499 W. Sheridan Avenue, Suite 2500
Oklahoma City, Oklahoma 73102

ENGAGEMENT LETTER

June 9, 2025

Norman Public Schools
131 S. Flood Avenue
Norman, OK 73069

RE: Financial Advisory Services Provided to the Norman School District

The purpose of this Engagement Letter (the "Letter") is to set forth the role BOK Financial Securities, Inc. ("BOKFS") proposes to serve and the responsibilities BOKFS proposes to assume as financial advisor to the Norman School District (the "Issuer"). Upon Issuer's acceptance, this Letter will serve as our mutual agreement with respect to the terms and conditions of our engagement as Issuer's financial advisor, effective on the date this Letter is executed by Issuer (the "Effective Date").

1. Scope of Services. BOKFS will provide, on an on-going basis, professional financial advisory services to the Issuer on any financial matters, including but not limited to the issuance and term of new debt ("Issue" or "Issues"), primarily general obligation bonds. BOKFS will assist the Issuer with each of the following tasks associated with the planning, structuring, marketing, pricing, and closing of the proposed financing(s).

- (a) The Services shall be limited to the services described in **Appendix A** (the "Scope of Services").
- (b) Except as otherwise provided in the Scope of Services, BOKFS shall not be responsible for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about BOKFS provided by BOKFS for inclusion in such documents.
- (c) The Scope of Services does not (i) include tax, legal, accounting or engineering advice with respect to any Issue, Product or opinion or certificate rendered by counsel or other person at closing, or (ii) include review or advice with respect to any feasibility study, except, in either case, as may be prepared by BOKFS as provided for in the Scope of Services.
- (d) Issuer agrees not to represent, publicly or to any specific person, that BOKFS is Issuer's independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") without BOKFS's prior written consent.
- (e) When BOKFS is designated by Issuer as its IRMA, BOKFS shall be Issuer's IRMA solely with respect to the Scope of Services. BOKFS shall not be responsible for verifying that it is independent (within the meaning of the IRMA



exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to BOKFS, its personnel and its role as IRMA in Issuer's written representation contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B), shall be subject to prior approval by BOKFS.

2. BOKFS's Regulatory Obligations When Providing Services to Issuer.

- (a) MSRB Rule G-42 requires that BOKFS (i) make a reasonable inquiry as to the facts that are relevant to Issuer's determination whether to proceed with a course of action or that form the basis for any advice provided by BOKFS to Issuer, (ii) undertake a reasonable investigation to determine that BOKFS is not basing any recommendation on materially inaccurate or incomplete information, and (iii) use reasonable diligence to know the essential facts about Issuer and the authority of each person acting on Issuer's behalf.
- (b) Issuer agrees to cooperate, and to cause Issuer's agents to cooperate, with BOKFS in carrying out the foregoing requirements, including providing to BOKFS accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such requirements. In addition, Issuer agrees that, to the extent Issuer requests BOKFS provide advice with regard to any recommendation made by a third party, Issuer will provide to BOKFS written direction to do so and all information Issuer has received from such third party relating to its recommendation.

3. Compensation.

For General Obligation bond issues occurring in Fiscal Year 2025-2026

- \$18,000 per bond issue completed

Note: If an additional series of bonds is sold on the same day, a discounted fee of \$12,000 would apply to the additional series. If the additional series of bonds is not sold on the same day then the standard fee of \$18,000 would apply.

The above fees are payable only upon a successful election, if applicable, and subsequent receipt of proceeds from the bonds. However, if your election is held and fails, and another election is called for the issuance of bonds within one year from this date, you hereby agree to employ us under the terms of this contract.

In addition to the above fees, you agree to pay or reimburse us for our payment of the following expenses:

1. All Election Board Expenses, if applicable
2. Legal Publication Fees
3. Secretary of State Filing Fees
4. Official Statement Printing & Distribution
5. Credit Rating Agency Fees
6. Overnight courier service charges associated with distribution of bond material



4. **Term of this Engagement.** This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. If Issuer exercises its option to terminate this Agreement, Issuer agrees to reimburse BOKFS for any of the expenses described in paragraph 3 advanced by BOKFS pursuant to paragraph 3 above and to pay BOKFS for its services rendered prior to such termination in a mutually acceptable amount which shall be negotiated in good faith between the parties.

5. **Limitation on Liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of the obligations of BOKFS arising under this Letter:

- (a) The liability of BOKFS and its associated persons to Issuer for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, shall be limited to the fees paid or otherwise due and payable under this Agreement; and,
- (b) BOKFS and its associated persons shall have no liability to Issuer for any other loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Issuer's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by BOKFS to Issuer; and,
- (c) No recourse shall be had against BOKFS for loss, damage, liability, cost or expense (whether direct, indirect or consequential) arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product or otherwise relating to the tax treatment of any Issue or Product, or in connection with any opinion or certificate rendered by counsel or any other party.

6. **Required Disclosures.** MSRB Rule G-42 requires that BOKFS provide Issuer with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in BOKFS's Disclosure Statement attached hereto as **Appendix B.**

7. **Waiver of Jury Trial.** EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

8. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws (excluding conflict of law provisions) of Oklahoma.

9. **Litigation Expenses.** In any action brought by a party hereto to enforce the obligations of any other party hereto, the prevailing party shall be entitled to collect from the opposing party to such action such party's reasonable litigation costs and attorney's fees and expenses (including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation).

10. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of Issuer and BOKFS, their respective successors and permitted assigns; provided however, neither



party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

11. **Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties. This Agreement and all of the provisions of this Agreement shall be deemed drafted by all of the parties hereto.

12. **Course of Dealing.** No course of prior dealing involving any of the parties hereto and no usage of trade shall be relevant or advisable to interpret, supplement, explain or vary any of the terms of this Agreement, except as expressly provided herein.

13. **Interpretation.** This Agreement shall not be interpreted strictly for or against any party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement.

14. **No Reliance.** Each party hereto has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon its own knowledge and investigation. No party has relied on any representation or warranty of any other party hereto except any such representations and warranties as are expressly set forth herein.

15. **Authority.** Each of the persons signing below on behalf of a party hereto represents and warrants that he or she has full requisite power and authority to execute and deliver this Agreement on behalf of the party for whom he or she is signing and to bind such party to the terms and conditions of this Agreement.

16. **Severability.** If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

17. **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

18. **Amendment.** This Agreement may be amended or modified only in a writing that has been signed by the parties hereto and which specifically references this Agreement.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument. This Agreement shall become effective only when all of the parties hereto shall have executed the original or counterpart hereof. This Agreement may be executed and delivered by digitized transmission of a counterpart signature page hereof.

[Signatures on Following Page]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of the Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

Dated this 9th day of June, 2025.

BOK FINANCIAL SECURITIES, INC.

ZACK ROBINSON
SENIOR VICE PRESIDENT

In a session legally assembled on the 9th day of June, 2025, the above offer was duly considered and approved and accepted. Witness our official hands this 9th day of June, 2025.

(SEAL)

ATTEST: _____
Clerk

President



APPENDIX A SCOPE OF SERVICES

1. We shall prepare a written Financial Analysis based upon the capital improvement and other needs of the School District which shall include a survey of the financial resources of the School District. This document shall also contain an analysis of the existing debt and tax structure of all levels of government involved and compare this analysis to the projected debt. On the basis of information thus developed, we shall devise a financing program to fund the proposed maturities, the estimated interest rate and cost on the proposed bonds, the resulting overall amount of projected annual debt service and tax requirements, and the relationship of these items to existing corresponding projected items of the School District and other related levels of government.
2. We shall provide the following services relating to a bond election:
 - A. Provide the School District with information concerning the most advisable dates for holding an election to approve such issuance;
 - B. Provide the necessary Resolution to call for the election;
 - C. Provide for filing the necessary documentation with the County Election Board;
 - D. Assist in providing printed ballots for such election;
 - E. Arrange for proper legal notices to be published at the appropriate times regarding the notice of such election;
 - F. Appear at public meetings informing the public as to the use of bond proceeds and the effect on ad valorem taxes (if desired);
 - G. Assist in the formation of informational brochures discussing the items concerning the election such as taxes and use of proceeds (if desired);
 - H. Provide the County Election Board with the appropriate material to canvass the election returns; and
 - I. Assist in the analysis of and provide the School District with election results.
3. Upon approval by the voters of the School District, we shall undertake the following tasks:
 - A. We shall advise the Board of Education of current bond market conditions, forthcoming bond issues, and other general information and economic data that might normally be expected to influence interest rates or bidding conditions so that the date for the sale of the bonds may be set at a time which, in our opinion, would be favorable to the School District.
 - B. We shall assist the School District, if necessary, in the identification, evaluation, and negotiations with prospective paying agents, registrars and transfer agents.
 - C. We shall prepare an Official Notice of Sale that establishes the specifications for bidding; i.e. bond maturity and interest coupon arrangements, interest rate limitations, and other pertinent details.



- D. We shall also prepare a Preliminary Official Statement that describes the Bonds offered, including complete information as to the security for the Bonds, the School District and other pertinent details.
- E. We shall prepare a uniform Bid Form which would prevent deviation by any bidders when any such deviation would be costly to the issuing body.
- F. We shall submit to the national rating services or credit enhancement providers, an application necessary to obtain a rating or enhancement on the Bonds. If such service(s) are determined to be necessary for the most effective marketing of the bonds, we shall assist the School District with the following:
 - 1. Provide financial, economic and demographic information to such organizations for their review;
 - 2. Coordinate and negotiate with the rating agencies to obtain the highest possible rating for the Bonds.
- G. We shall prepare the necessary Resolution to set the date, time and place for the sale of the Bonds.
- H. We shall be present at the sale of bonds to aid the Board of Education in the tabulation and comparison of bids. We shall also advise the members of the Board of Education as to the bond market conditions at the time of the sale and the advisability of accepting or rejecting the bids submitted.
- I. We shall prepare the necessary Resolution to authorize the issuance of the Bonds.
- J. We shall prepare a final Official Statement that describes the Bonds offered, including complete information as to the security for the Bonds, the School District and other pertinent details for use by the successful bidder of the Bonds.
- K. We shall complete the necessary applications so that the bond issue can be bid electronically (via PARITY's Internet bond bidding system).
- L. Assuming a favorable interest rate is received and accepted by the School District, BOK Financial Securities, Inc., shall then proceed to take all steps necessary to expedite the preparation of all other documentation necessary to achieve delivery of the Bonds, including delivery of the Transcript of Proceedings to the Attorney General's Office.
- M. We shall work with the purchaser and the school district to effectuate the closing of the bond issue and the delivery of bond proceeds to the School District.
- 4. We shall advise the Board of Education and Administration on the investment of bond proceeds that would, in our opinion, allow the School District to benefit the most from the investment of said proceeds (if desired).
- 5. We shall advise the School District officials as to any pending legislation in the Oklahoma Legislature and the United States Congress which may have an effect upon the School District's proposed and existing indebtedness.



APPENDIX B DISCLOSURE STATEMENT

This Disclosure Statement is provided by BOK Financial Securities, Inc. (“BOKFS”) to the Norman School District (the “Issuer”) in connection with the Engagement Letter (the “Letter”) and is dated as of the same date as the Letter.

Part A - Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interests, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Accordingly, BOKFS makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services, together with explanations of how BOKFS addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, BOKFS mitigates such conflicts through its adherence to its fiduciary duty to Issuer, which includes a duty of loyalty. This duty of loyalty obligates BOKFS to deal honestly and with the utmost good faith with Issuer and to act in Issuer’s best interests without regard to BOKFS’s financial or other interests. Furthermore, because BOKFS is a broker-dealer, its financial advisory supervisory structure provides strong safeguards against individuals at BOKFS potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Affiliate Conflict. Any affiliate of BOKFS (the “Affiliate”) may provide certain advice, services and/or products to Issuer that may be directly related to BOKFS’s activities. The Affiliate’s business with Issuer could create an incentive for BOKFS to recommend to Issuer a course of action designed to increase the level of Issuer’s business activities with the Affiliate or to recommend against a course of action that would reduce or eliminate Issuer’s business activities with the Affiliate. This potential conflict is mitigated by the fact that Affiliate is subject to comprehensive regulatory review.

Compensation-Based Conflicts. If the fees due under the Engagement Letter are in a fixed amount established at the outset of the Engagement Letter. The amount is usually based upon an analysis by Issuer and BOKFS of, among other things, the expected duration and complexity of the transaction and the Scope of Services. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, BOKFS may suffer a loss. Thus, BOKFS may recommend less time-consuming alternatives. This conflict of interest is mitigated by the general mitigations described above.

Other Financial Advisor or Underwriting Relationships. BOKFS serves a wide variety of other clients that may have interests that could have an impact on Issuer’s interests. For example, BOKFS serves as financial advisor to other financial advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Issuer under this Engagement Letter. These other clients may have competing interests. BOKFS could face a conflict of interest arising from these competing client interests. None of these other engagements or relationships would impair BOKFS’s ability to fulfill its regulatory duties to Issuer.

Municipal Activities with Other Issuer Financing Team Members. In the normal course of business, BOKFS may engage in municipal trading and underwriting activities with other members of the Issuer’s financing team, including but not limited to, bond counsel, underwriter’s counsel and bond underwriters. This may include BOKFS serving as a bond underwriter for a municipal issuer in which the Issuer’s bond counsel is serving as BOKFS’s counsel, an Issuer’s underwriter is serving as a municipal advisor and/or Issuer’s underwriter is serving as an underwriting syndicate member with BOKFS. Such a



situation could present a conflict as BOKFS and members of its financing team jointly participate, from time to time, in other municipal security transactions for compensation. None of these other engagements or relationships would impair BOKFS's ability to fulfill its regulatory duties to the Issuer and the potential conflicts of interest are mitigated as BOKFS relies upon the issuer to select its other financing team members, including bond counsel and bond underwriters.

Broker-Dealer and Investment Advisory Business. BOKFS is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities, in addition to serving as a financial advisor or underwriter. Such securities-related activities may be undertaken on behalf of, or as counterparty to, Issuer, Issuer's personnel, and current or potential investors in Issuer's securities. These other clients may have interests in conflict with Issuer's interests and the interests of such other clients could create the incentive for BOKFS to make recommendations to Issuer that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from BOKFS effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of BOKFS that operate independently from BOKFS's financial advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by BOKFS to Issuer.

Secondary Market Transactions in Issuer's Securities. BOKFS may take a principal position in securities, including Issuer's securities, and therefore BOKFS could have interests in conflict with Issuer with respect to the value of Issuer's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, BOKFS or its affiliates may submit orders for and acquire Issuer's securities issued in an Issue under the Engagement Letter from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Issuer in that it could create the incentive for BOKFS to make recommendations to Issuer that could result in more advantageous pricing of Issuer's securities in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of BOKFS that operate independently from BOKFS's financial advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by BOKFS to Issuer.

Related Disclosure Relevant to Client. While we do not believe that the following creates a conflict of interest on the part of BOKFS, we note that BOKFS has made charitable contributions to support community events. Client may wish to consider any impact such contribution may have on how it conducts its activities with BOKFS.

Payment to or from Third Parties. While we do not believe the following creates a conflict of interest on the part of BOKFS, we note that BOKF NA, an affiliate of BOKFS, has entered into an Independent Contract Agreement ("Agreement") with Dr. Joe Siano to provide consulting services related to bond election planning and community relations for Oklahoma school districts. Dr. Siano is also employed by the Oklahoma State School Boards Association with a focus on state education policy development. The District may wish to consider any impact the Agreement or Dr. Siano's employment may or may not have on the way BOKFS conducts its activities with the District.

Part B - Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, BOKFS sets out below required disclosures and related information in connection with such disclosures.



Material Legal or Disciplinary Event. Other than the disclosures summarized below, which may be material to the Issuer’s evaluation of BOKFS or the integrity of BOKFS’s management or advisory personnel there are no legal or disciplinary events that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

June 18, 2015 – An order was issued against BOKFS by the U.S. Securities and Exchange Commission. The allegations were related to the due diligence conducted by the firm to establish a reasonable basis that certain material representations made by issuers in official statements connected with the offerings were accurate. The violations were self-reported by BOKFS pursuant to the SEC’s Municipalities Continuing Disclosure Cooperation (“MCDC”) Initiative.

October 21, 2015 – A regulatory action against BOKFS was resolved via an Acceptance, Waiver & Consent. The allegations were related to “fair and reasonable” pricing of corporate bond transaction.

March 11, 2019 – An order was issued against BOKFS by the U.S. Securities and Exchange Commission. The allegations were related to inadequate disclosure language in the firm’s ADV brochures regarding the selection of mutual fund share classes that contain 12b-1 fees when share classes that did not contain 12b-1 fees were potentially available. The violations were self-reported by BOKFS pursuant to the SEC’s Share Class Selection Disclosure (“SCSD”) Initiative.

December 3, 2024 – A regulatory action against BOKFS was resolved via an Acceptance, Waiver & Consent. The allegations were related to inaccurately reported transactions in TRACE-eligible securities that did not include mark-up, mark-down, or commission without the required no remuneration (NR) indicator. The Findings also stated that BOKFS failed to establish, maintain, and enforce a supervisory system reasonably designed to achieve compliance with FINRA 6730(D).

Details of the events disclosed above can be found in the firm’s Form MA available through the SEC’s EDGAR Filing System

(<https://www.sec.gov/edgar/searchedgar/companysearch.html>). Search for “BOK Financial Securities, Inc.” to view the firm’s most recent Form MA filing.

Future Supplemental Disclosures. As required by MSRB Rule G-42, this Section may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest, or to provide updated information with regard to any legal or disciplinary events of BOKFS. BOKFS will provide Issuer with any such supplement or amendment as it becomes available throughout the term of the Engagement Letter.

Part C - Disclosures of Information Related to MSRB Rule G-10

MSRB Rule G-10 requires disclosure of the following:

1. BOK Financial Securities, Inc. (“BOKFS”) is registered with the Securities Exchange Commission (“SEC”) and the MSRB.
2. The MSRB’s website address is www.msrb.org.
3. The MSRB’s “Information for Municipal Advisory Clients” brochure describes the protections that may be provided by the MSRB and how to file a complaint with the appropriate regulatory authority. That brochure can be found at the following web address:

<http://www.msrb.org/~media/files/resources/msrb-ma-clients-brochure.ashx?>