# Norman Public Schools
# Minutes of the Special Meeting of the Board of Education

Administrative Services Center
131 South Flood Avenue
Norman, Oklahoma 73069

## Monday, May 24, 2021

**The meeting was called to order at 3:00 PM**

**Call to Order and Establish a Quorum**
Attendance Taken at 3:00 PM. **Present:** Cindy Nashert, Dirk O'Hara, Linda Sexton, Dan Snell, Chad Vice. Present: 5.

**Pledge of Allegiance**

**Disposition of Routine Business by Consent Action**

Motion to accept the purchase orders and approve the consent docket item A-D as listed below and in the agenda.
This motion, made by Cindy Nashert and seconded by Chad Vice, Passed.
Cindy Nashert: Yea, Dirk O'Hara: Yea, Linda Sexton: Yea, Dan Snell: Yea, Chad Vice: Yea

**Agreements, Contracts and Renewals for Fiscal Year 2021-2022**

**BUSINESS SERVICES (Brenda Burkett)**
1. Oklahoma Purchasing Card Participation Agreement between Norman Public Schools and JPMorgan Chase Bank, N.A.
2. FrontLine Technologies Group LLC dba Frontline Education Master Services Agreement for Software and Services

**OPERATIONAL SERVICES - SPECIAL SERVICES (Gayla Mears)**
1. Revised Agreement with Tech Vision for Vision Related Services
2. Agreement with the State of Oklahoma Department of Rehabilitation Services (DRS) for Transition Work Adjustment Training

**OPERATIONAL SERVICES - TECHNOLOGY SERVICES (Dr. Peter Liesenfeld)**
1. NPS-OU Data Center Services - a contract to support the partnership between the University of Oklahoma and NPS Technology Services to support data center as a service

**OPERATIONAL SERVICES (Justin Milner)**
1. Amendment to the Agreement for Custodial and Grounds Services between Norman Public Schools and Sodexo Management, Inc.
2. Interlocal Agreement between Norman Public Schools and the City of Norman for the Operation of a School Resource Officer Program and related approval of Amendment No. 1 to the Interlocal Agreement
3. Agreement with MIDL Architects, LLC for on-call architectural services

**ATHLETICS (T.D. O'Hara)**
1. Highlight School Athletic Agreement between Under Armour, BSN, and Norman Public Schools

**Purchase Requests**
1. Computer Tables for Computer and Business Education Classes for Norman High and Norman North from Krueger International Inc
2. Installation of cat 6 cabling for the new NHS Athletics Building at Norman High from Wade Electric

3.  Total estimated expenditures for furniture required for additions and renovations for Alcott Middle School, Longfellow Middle School, Lakeview Elementary, Washington Elementary, and Wilson Elemetary under the 2019 Bond Issue to expedite the ordering process as the summer months progress and lead times vary due to the COVID-19 pandemic.
4.  Teachers' curriculum materials for Adams Elementary, Cleveland Elementary, Eisenhower Elementary, Jackson Elementary, Jefferson Elementary, Kennedy Elementary, Lakeview Elementary, Lincoln Elementary, Madison Elementary, McKinley Elementary, Monroe Elementary, Reagan Elementary, Roosevelt Elementary, Truman Elementary, Washington Elementary, and Wilson Elementary from Really Great Reading Company LLC

**Transfers for Nonresident Students (Open Transfer Policy)**
1.  Elementary Numbered E043-E049 (due to confidentiality names of students are not listed)

**Construction Contract to RCJ Construction for Longfellow Middle School Music Room HVAC Replacement (2019 Bond Issue)**

**Additional Agenda Items**

**Discussion and possible board action to modify mask requirement from required to optional, but recommended, beginning with Norman High School and Norman North High School commencement ceremonies**
**Presented by Superintendent Dr. Nick Migliorino**

Motion to modify mask requirement from required to optional, but recommended, beginning with Norman High School and Norman North High School commencement ceremonies. This motion, made by Cindy Nashert and seconded by Chad Vice, Passed.
Linda Sexton: Nay, Cindy Nashert: Yea, Dirk O'Hara: Yea, Dan Snell: Yea, Chad Vice: Yea

**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 these items.  Pursuant to executive session authority: 25 OKLA. STAT. § Section 307(B)(1) and (7).**
1.  Principal at Norman North High School
2.  Principal at Whittier Middle School
3. Principal at Truman Elementary School

3:14 PM Motion to go into executive session to discuss personnel candidates as listed on the agenda. Pursuant to executive session authority: 25 OKLA. STAT. § Section 307(B)(1) and (7). This motion, made by Cindy Nashert and seconded by Chad Vice, Passed.
Cindy Nashert: Yea, Dirk O'Hara: Yea, Linda Sexton: Yea, Dan Snell: Yea, Chad Vice: Yea

**Vote to Return to Open Session**

3:49 PM Motion to return to open session. This motion, made by Cindy Nashert and seconded by Chad Vice, Passed.
Cindy Nashert: Yea, Dirk O'Hara: Yea, Linda Sexton: Yea, Dan Snell: Yea, Chad Vice: Yea

**Statement of the Executive Session Minutes**

Dr. Dan Snell stated that the Board convened in executive session, pursuant to Executive Session authority-25 Okla. Stat. §307(B)(1), (B)(2) and (7) to discuss Items V.1 - 3 as posted on the agenda.  The Board was joined in executive session by Superintendent Dr. Nick Migliorino, Associate Superintendent and Chief Human Resource Officer Holly Nevels and Directors of Student Services Holly McKinney and Scott Beck.  No other matters were discussed and no votes were taken while in this closed session. This concludes the minutes of the executive session.

**Vote regarding the employment, hiring, appointment and naming of the candidates for the following positions:**
1.  Principal at Norman North High School
2.  Principal at Whittier Middle School
3. Principal at Truman Elementary School

Dr. Nick Migliorino made the recommendation to hire Dr. Kimberly Garrett as the Principal at Norman North High School. Motion to hire Dr. Kimberly Garrett as the Principal at Norman North High School. This motion, made by Cindy Nashert and seconded by Chad Vice, Passed.
Cindy Nashert: Yea, Dirk O'Hara: Yea, Linda Sexton: Yea, Dan Snell: Yea, Chad Vice: Yea
Dr. Nick Migliorino made the recommendation to hire Ethan Davis as the Principal at Whittier Middle School. Motion to hire Ethan Davis as the Principal at Whittier Middle School. This motion, made by Cindy Nashert and seconded by Chad Vice, Passed.
Cindy Nashert: Yea, Dirk O'Hara: Yea, Linda Sexton: Yea, Dan Snell: Yea, Chad Vice: Yea
Dr. Nick Migliorino made the recommendation to hire Sara Adams as the Principal at Truman Elementary School. Motion to hire Sara Adams as the Principal at Truman Elementary School. This motion, made by Cindy Nashert and seconded by Chad Vice, Passed.
Cindy Nashert: Yea, Dirk O'Hara: Yea, Linda Sexton: Yea, Dan Snell: Yea, Chad Vice: Yea

**Adjournment**

3:51 PM Motion to adjourn. This motion, made by Cindy Nashert and seconded by Chad Vice, Passed.
Cindy Nashert: Yea, Dirk O'Hara: Yea, Linda Sexton: Yea, Dan Snell: Yea, Chad Vice: Yea

Dr. Dan Snell, Board of Education President

Cathy Sasser, Board Clerk

(Seal)

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# Exhibit A-1

# Frontline Customer Order Form

Quote#: 01180214
MSA#: MSA-001f400000aYVY0
01/19/2019
F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

**Customer:**

Independent School District No. 29 of Cleveland County, Oklahoma
131 S FLOOD AVE
NORMAN, OK 73069-5463

**End User:** Norman Ind Sch Dist 29
**Contact:** Brenda Burkett
**Title:** CFO
**Phone:** (405) 364-1339
**Email:** brendab@norman.k12.ok.us

**Order Form Details:**

**Pricing Expiration:** 02/18/19
**Account Manager:** Craig Dudley

**Startup Cost Billing Terms:** One-Time, Invoiced after signing
**Subscription Billing Terms:** Annually

**Pricing Overview:**

| | |
|---|---|
| **Startup Cost: One-Time cost invoiced upon signing** | **$39,500.00** |
| **Annual Subscription: Recurring Cost** | **$105,000.00** |

(plus applicable sales tax)

**Itemized Description**

**Frontline Absence and Time, unlimited usage for internal employees**

**Frontline Recruiting and Hiring, unlimited usage for internal employees**

**Professional Learning Management**

**Frontline Central**

**Onsite Implementation/Consulting Day - Time and Attendance**

**Onsite Implementation/Consulting Day - Recruiting and Hiring**

**Travel Fees as Incurred**

**Frontline Implementation**

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the "Agreement"). **BY SIGNING BELOW OR OTHERWISE ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the "Order Form Terms") ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME.** Customer also agrees that the terms of the Agreement and the Order Form Terms are confidential information of Frontline Technologies Group LLC, its affiliates and predecessors (collectively, "Frontline") and are not to be shared with any third party except (a) as required by law, including but not limited to the Oklahoma Open Records Act, or (b) with the prior written consent of Frontline.

Tax Exempt? If yes, please provide your exemption number and include a copy of your exemption certificate.

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**Exhibit A-1** **Frontline Customer Order Form**

Quote#: 01180214
MSA#: MSA-001f400000aYVY0
01/19/2019
F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

**Tax Exempt Number:**

**Special Instructions and Additional Terms:** The initial term of this Order Form shall begin on the Subscription Start Date (as defined in Section 2 of the Master Service Agreement) and shall end on June 30, 2020. The deadline, under Section 7 of the Master Service Agreement, for Customer to notify Frontline of its intent to extend the term for a first additional year following the initial term, is May 31, 2020. Pricing reflects annualized rates. The initial subscription invoice will be prorated from Subscription Start Date to 6/30. Customer shall then receive an annual subscription invoice for the rest of the Order Form Initial Term - 7/1-6/30.

**PO Status:** Purchase order to follow
**PO #:**

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
F: 888-492-0337

**Proactive Recruiting (part of Frontline Recruiting and Hiring) Order Form Terms and Conditions**

1. Proactive Recruiting, accessed at the URL www.teachers-teachers.com or any successor (referred to as "Proactive Recruiting") is a web-based service where employers (such as, but not limited to, schools or school districts) can advertise to and communicate with a database of individuals and prospective employees (such as, but not limited to, prospective teachers or administrators) ("Prospective Employees"). The terms and conditions set forth below govern the Customer's and its representatives' use of the Proactive Recruiting website and services and are legally binding on the Customer.
2. Information pertaining to Prospective Employees and other individuals found through Proactive Recruiting is confidential and will not be shared with anyone by Customer outside of the Customer. The Customer will not distribute, disclose or transfer such information to third parties unless compelled to by law.
3. Notwithstanding anything to the contrary in these terms and/or any other agreements between the parties, as between the parties, Frontline owns all right, title and interest in and to any and all individual Prospective Employee (and or any other individuals') profile data and resume data, whether or not created or updated via the Proactive Recruiting services, including, without limitation, via Teachers- Teachers.com and/or K12jobspot.com.
4. The Customer will not provide services in competition with or substantially similar to the services provided by Frontline.
5. The Customer understands that Frontline does not screen or verify any information provided by the individuals listed on its website. Therefore, the Customer is responsible for conducting its own search into the background, qualifications and credentials of any Prospective Employee it chooses to hire. The Customer will use the Teachers-Teachers service in compliance with all applicable laws.
6. The Customer is prohibited from taking any action to circumvent or attempt to circumvent the security and access control provisions of Teachers-Teachers.com. The Customer acknowledges that it may not:
   a. Provide false or misleading information on Teachers-Teachers.com or to Frontline.
   b. Use Teachers-Teachers.com to violate any applicable law or regulation, or violate the privacy or publicity rights of any other person.
   c. Post any information that is abusive, defamatory, discriminatory, hateful, obscene, vulgar, sexually-orientated, threatening, or otherwise objectionable.
   d. Harass, stalk, or otherwise subject any user of Teachers-Teachers.com and/or its services to unwanted and/or inappropriate contact.
   e. Post any position or business opportunity which requires payment from the applicant/Prospective Employee or requires recruitment of other individuals, sub-distributors or sub-agents such as a multi-level marketing scheme, pyramid scheme, franchise or distributorship arrangement.
   f. Use Teachers-Teachers.com and/or its services and/or its materials for any purpose other than to identify Prospective Employees for employment opportunities.
   g. Make any changes, additions and/or deletions to any submissions posted by any user without the express written authorization of such other user.
   h. Intentionally expose Teachers-Teachers.com and/or its services to any computer virus or any other program or code intended to disrupt or disable to operations of the website or its services.
   i. Use any robot, spider or other program or device to retrieve or index any portion of the Teachers-Teachers.com website.
   j. Harvest or otherwise collect information about users for any purpose other than use of Teachers-Teachers.com and/or its services as expressly permitted herein.
7. Frontline reserves the right to terminate this Agreement with respect to Proactive Recruiting in accordance with Section 8 of the Master Service Agreement. Frontline also reserves the right to prohibit the Customer's access to Teachers-Teachers.com and/or its services or to edit, remove or close any posting by the Customer for any reasonable cause; provided, that Frontline shall promptly notify Customer that it has taken such action and, upon the request of Customer, shall meet and attempt in good faith to resolve any issues giving rise to Frontline's action prior to taking any action to terminate the relationship or the provision of future services to Customer.

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# 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, with an address at 1400 Atwater Drive, Malvern, PA 19355 ("Frontline"), and the customer identified below ("Customer"). Frontline and Customer 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 herein (the "Terms and Conditions"), including any exhibits, Order Form(s), Order Form Terms and Conditions and Statements of Work (collectively, the "Agreement"). To place orders subject to this Agreement, at least one Order Form (as defined below) must be incorporated into this 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 | Independent School District No. 29 of Cleveland County, Oklahoma |
|---|---|
| Signature: [signature] | Signature: [signature] |
| Name: Gregory A Doran | Name: Linda Sexton |
| Title: CFO | Title: Board of Education Vice President |
| Address: 1400 Atwater Dr<br>Malvern PA 19355 | Address: 131 S. Flood Ave<br>Norman OK 73069 |
| Email: billing@Frontlineed.com | Email: |

**Effective Date:** 2/4/2019

**Attached:** *Terms and Conditions*
*Exhibit A: Executed Order Forms*

V20181207

**MASTER SERVICES AGREEMENT**

**TERMS AND CONDITIONS**

**1. Software and Services**

1.1. Software. Subject to the terms and conditions set forth in this Agreement (including any Order Forms, Order Form Terms and Conditions and/or Statement of Work), Frontline hereby grants Customer a non-exclusive, non-transferable license to use the software identified on any Order Form (the "Software") and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time ("Documentation") solely for internal use by its then-current employees, contractors, agents, representatives and other end users authorized to use the Software on Customer's behalf (collectively, "Authorized Users" or "End Users") in the ordinary course of Customer's business. Frontline shall provide any professional or other services set forth in an Order Form (the "Services"). All rights, title and interest to the Software and any work product, deliverables or other materials provided by Frontline ("Work Product") are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any Authorized Users to not (a) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (b) attempt to create any derivative version thereof; (c) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, including those related to Frontline's or its licensors' proprietary rights in and to the Software, Work Product or Documentation, as applicable; or (d) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline's prior written consent, including any third party host of the Software for Customer. Frontline shall have the right (but not the obligation) to monitor Customer's and its Authorized Users' use of the Software to confirm Customer's and its Authorized Users' compliance with the terms of this Agreement.

1.2. Authorized Users. The total number of Authorized Users will be limited to the numerical or category limitations set forth in an Order Form, if any. Customer acknowledges and agrees that, depending on the specific Software provided by Frontline to Customer and/or the category of Authorized User, Authorized Users may have different access and usage rights to the Software. Customer shall ensure that Authorized Users comply with the terms and conditions of this Agreement with respect to access and use of the Software and any acts or omissions of such Authorized Users with respect to the same will be deemed acts or omissions of Customer for which Customer will be responsible on a joint and several basis. Customer is solely responsible for approving and provisioning any and all usernames and passwords assigned to or adopted by Customer's Authorized Users in connection with use of the Software. Customer is responsible for all activities that occur as a result of the use of such usernames and passwords. Customer will notify Frontline promptly of any unauthorized use of such usernames and passwords or any other breach of security known to Customer.

1.3. Order Forms. Customer may place orders for the Software and Services by entering into a mutually agreed Order Form, which shall become a part of this Agreement and be attached hereto as Exhibit A. No other document shall be required to effect a legally binding purchase under this Agreement. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to this Agreement. Unless an Order Form states otherwise, each Order Form is independent of each other Order Form (but each Order Form is a part of and integral to this Agreement).

1.4. Software Administrator; Maintenance Windows. At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("Software Administrator"). If Software Administrator ceases to serve as such, Customer shall promptly provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator, at Customer's expense. Frontline shall provide Customer with assistance regarding the use of the Software during Frontline's normal business hours (EST), Monday through Friday. Such assistance shall be provided only to Customer's Software Administrator. Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.

1.5. Customer Content. The Software and Services may enable Customer and its Authorized Users to provide, upload, link to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, the "Customer Content") in connection with the Software and Services. Customer hereby grants to Frontline a non-exclusive, royalty-free license to reproduce, display, distribute, modify, prepare derivative works of and otherwise use the Customer Content for the purpose of providing the Software and otherwise performing its obligations and exercising its rights under this Agreement. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the Customer Content. Frontline will act as a data processor, and will act on Customer's instruction concerning the treatment of Personal Data provided in connection with the Software and Services, as specified in the Order Form. Customer shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer's use of the Software and receipt of the Services and Frontline's provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer's intended results, the use of the Software and Services, and the results attained from such selection and use. Customer represents and warrants that it is the owner of the Customer Content, or has obtained permission for such use from the owner of the Customer Content, including evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained consent from all necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that Customer's use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.

1.6. Integration. Customer may, at Customer's direction and with or without Frontline's assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties ("Third Party Materials") and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide the Customer Content to a specified third party or permit such third party to have access to the Customer Content in connection with Third Party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third Party Materials; (ii) the Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of the Customer Content; or (iii) Customer's uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of the Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer's authorization during the transmission of any data whatsoever across networks whether or not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization. Customer agrees to be bound by the terms, conditions and restrictions of the applicable third party license agreement with respect to such Third Party Materials.

1.7. Hosting. The Software will be hosted by an authorized subcontractor (the "Hosting Service Provider") that has been engaged by Frontline and shall only be accessed by Customer on websites, using Customer's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of the Customer Content. The Hosting Service Provider is an independent third party not controlled by the Frontline. Accordingly, IN NO EVENT WILL FRONTLINE BE LIABLE FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, DUE TO PROBLEMS (INCLUDING BUT NOT LIMITED TO ERRORS, MALFUNCTIONS) ASSOCIATED WITH THE FUNCTIONS OF SERVERS MAINTAINED BY THE HOSTING SERVICE PROVIDER, EVEN IF FRONTLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1.8. Customer Responsibilities. Customer understands and agrees that (a) Customer shall have sole responsibility for administering access security (e.g. the granting of rights to Customer's users); (b) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and (c) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived there from, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free. Customer is solely responsible for obtaining and maintaining, at its own expense, all hardware, software and services needed to use the Software, including any and all servers, computers, and Internet access services. In connection with the performance of the Services, Customer shall provide Frontline's personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable Frontline to perform its obligations (including the provision of the Services), and exercise its rights, under and in accordance with the terms and conditions of this Agreement.

2. **Invoicing and Payment.** All fees and charges will be set forth in the applicable Order Form(s). The Startup Cost set forth on the first page of an Order Form will be invoiced to Customer by Frontline upon execution of the applicable Order Form. Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120 day implementation period. The Annual Subscription will be invoiced to Customer by Frontline based on the Subscription Start Date. The Subscription Start Date shall be defined as thirty (30) days after Customer's signature of the Master Services Agreement or any later Order Form. Except as otherwise provided, Frontline shall invoice Customer in US Dollars and Customer shall pay all fees, charges, and expenses within thirty days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or, if less, the highest rate allowed under applicable law. Frontline reserves the right to increase any of the fees once annually during any Renewal Term by providing at least thirty (30) days advance notice to Customer. All charges under this Agreement are exclusive of, and Customer is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of any applicable Order Form and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due. If for any reason Frontline's personnel travel to Customer's facility or otherwise at Customer's request in connection with the Software or Services under this Agreement, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.

3. **Warranties and Disclaimers.**

3.1. Mutual. Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Customer represents and warrants on behalf of itself and any of its Authorized Users that it has the full legal right to provide the Customer Content and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.

3.2. Software Warranties. Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. The foregoing warranty will not apply (i) if Customer is in default or breach of any of its obligations under this Agreement, or (ii) to any non-conformance of the Software, Work Product or Services due to (A) Customer's failure to permit the installation/implementation of any update, upgrade or release provided by Frontline, (B) Customer's negligence, abuse, misapplication or misuse of the Software (including Customer's failure to operate the Software in accordance with Documentation), or (C) Customer's use or operation of the Software in or with any technology (including any software, hardware, firmware, system or network) not approved in writing by Frontline. In the event of a non-conformance of the Software, Work Product or Services, reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, at Frontline's option, of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any Third Party Materials shall be subject only to such third party terms and any warranties therein.

3.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.

**4. Confidential Information; Privacy.**

4.1 Confidential Information. During the term of this Agreement and for two (2) years thereafter, each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) Confidential Information of Customer shall include Personal Data regarding Customer's users provided in connection with the Software and Services. Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Aggregated data that does not contain personally identifiable information regarding Customer's users provided in connection with the Software and Services will be Confidential Information and property of Frontline. The receiving Party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure.

4.2 Privacy. Frontline understands that its performance of the Services may involve the disclosure of student personally identifiable information ("Student PII") (as defined in the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99) ("FERPA") by the Customer to Frontline. Frontlines agrees that it will not use or re-disclose Student PII except in compliance with and all applicable state and federal laws, including FERPA. Customer acknowledges that Frontline is a "school official" with a legitimate educational interest in receiving Student PII under FERPA and Frontline agrees that it will comply with the requirements of 34 C.F.R. § 99.33 regarding its use and re-disclosure of Student PII. Pursuant to 34 CFR §§ 99.31(a)(1)(i)(B)(2) and 99.33(a), Frontline agrees that (a) it will not disclose personally identifiable information from any education record that Customer discloses to it without the prior consent of the applicable parent or eligible student; (b) that its officers, employees and agents may use such information only for the purposes for which Customer disclosed it to Frontline; and (c) that it may not use or maintain education records except as authorized by this Agreement or by Customer.

4.3 Data Security. Frontline will utilize commercially reasonable administrative, technical, and physical measures designed to maintain the confidentiality and security of Confidential Information and Student PII submitted by Customer. Customer understands and agrees that no security measures can be 100% effective or error-free and understands that Frontline expressly disclaims (a) any warranty that these security measures will be 100% effective or error-free or (b) any liability related to the confidentiality and security measures utilized by third parties.

**5. Indemnification.** To the extent allowable by applicable law, Customer shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all third party claims, liabilities, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Customer of this Agreement, including failure to obtain consent to provide Personal Data or otherwise private information about a person.

**6. Limitations of Liability.** OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, IN NO EVENT SHALL EITHER PARTY (OR IN THE CASE OF FRONTLINE, ITS LICENSORS) BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES,

frontline education

WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE OF THE SOFTWARE, WORK PRODUCT OR SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FRONTLINE'S (OR ITS LICENSORS') TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO FRONTLINE HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. Each Party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations.

7. **Term and Termination.** The term of this Agreement will commence on the Effective Date and continue until such time that there are no valid Order Forms. The initial term of each Order Form under this Agreement shall (a) begin on the Subscription Start Date (as defined in Section 2 above) and (b) continue for one year or such longer period as provided in an Order Form (the "Order Form Initial Term"). Customer may renew the term of each Order Form for an additional year by giving notice to Frontline of its intent to renew the Agreement as to such Order Form for another year by May 31 of the Order Form Initial Term and, thereafter, by May 31 of any later year for which the Agreement as to that Order Form has been extended by prior notices. Customer's payment of an annual fee for any one-year renewal period shall be deemed to be notice by Customer that it is renewing the Agreement for an additional year as to such Order Form. Unless terminated, this Agreement may be renewed indefinitely. Customer may terminate any Order Form at any time after the Order Form Initial Term, in whole or in part, for any reason or no reason, on sixty (60) days prior written notice. Upon notice of such termination, a pro-rata portion of all outstanding invoices shall become immediately due and payable. If such invoice has been paid by the Customer, Customer shall be entitled to a pro-rata credit to be applied to future Frontline services. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement the other Party does not cure such breach within thirty (30) days after written notice of such breach. Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statements of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires or is otherwise terminated. Upon the termination or expiration of this Agreement, the licenses granted to Customer under Section 1.1 will terminate automatically and Customer (i) shall immediately cease using the Software and Documentation and (ii) for a period of thirty (30) days, may request a copy of the Customer Content that is in Frontline's possession in the format retained by Frontline. The following provisions of this Agreement will survive expiration or termination of this Agreement Sections 3.3, 4, 5, 6, 7 and 9. Frontline may (without limitation of any other rights or remedies) suspend use of the Software in the event that (A) Customer is delinquent in payment of any amount due to Frontline under this Agreement (and has not cured such delinquency within five (5) days following written notice thereof to Customer), (B) Customer has breached any of the provisions of Section 1 of this Agreement, or (C) in Frontline's reasonable good faith determination, suspension of use of the Software is necessary to avoid or mitigate harm to the security of Frontline's or its customers' systems or data. Any such suspension will not constitute a termination of this Agreement.

8. **District Ordering.** Any other school district in the same state as Customer ("School District") may also purchase from Frontline a license to the Software and provision of the Services for the School District's own account on the same terms and conditions as are applicable to Customer under these Terms and Conditions (excluding any pricing terms and conditions). Each School District will be separately liable for payment for such Software and Services and its compliance with these Terms and Conditions, and neither Customer nor any School District will be liable for the acts, omissions or obligations of any other School District under these Terms and Conditions. Frontline will have no obligations to provide any Software or Services to a School District until such time as Frontline and such School District enter into an Order Form which references and is subject to these Terms and Conditions. By so doing, the School District agrees to be bound by these Terms and Conditions and for purposes of its order is considered "Customer" as that term is used in these Terms and Conditions. In the event that Customer and Frontline amend these Terms and Conditions (each an "Amendment"), any and all such Amendments will be enforceable against each School District that has executed an Order Form which references and is subject to these Terms and Conditions upon notice of such Amendment from Frontline unless Frontline has agreed in writing with School District that the Amendment, or specific provisions within the Amendment, do not apply to such School District.

9. **General.** Frontline and Customer are each independent contractors and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each Party. Notwithstanding anything to the contrary in this Agreement, except for Customer's obligations to pay amounts due under this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the Internet, act of any other person not under the control of such Party, or other similar cause. If the Customer requests to be added as an additional insured on any Frontline insurance policy, the limits of such policies shall be subject to the Limitations of Liability stated in Section 6 herein. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment, including any handwritten changes on this Agreement, in violation of this Section shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. This Agreement does not confer any rights or remedies upon any person other than the Parties, except Frontline's licensors. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation." This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.

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# Exhibit A Frontline Customer Order Form
Q-59687

05/07/2021

1400 Atwater Drive Malvern, PA 19355

| Customer: | Order Form Details: |
|---|---|
| Norman Public Schools<br>131 S FLOOD AVE<br>NORMAN, Oklahoma, 73069-5463<br>United States | **Account Manager:** Paul Chepolis<br>**Sale Type:** Renewal<br>**Quote Currency:** USD |

**Contact:** Brenda Burkett

**Title:** CFO

**Phone:** 405.366.5801

**Email:** brendab@norman.k12.ok.us

| Pricing Overview | Amount |
|---|---|
| **Annual Recurring Fees** | **$89,954.73** |

| Annual Recurring Fees Itemized Description | Start Date | End Date | Amount |
|---|---|---|---|
| Frontline Central Solution | 7/01/2021 | 6/30/2022 | $19,732.92 |
| Frontline Central Solution | 7/01/2022 | 6/30/2023 | $20,522.24 |
| Frontline Central Solution | 7/01/2023 | 6/30/2024 | $21,343.13 |
| Recruiting & Hiring Solution | 7/01/2021 | 6/30/2022 | $19,538.10 |
| Recruiting & Hiring Solution | 7/01/2022 | 6/30/2023 | $20,319.62 |
| Recruiting & Hiring Solution | 7/01/2023 | 6/30/2024 | $21,132.40 |
| Time & Attendance, unlimited usage for internal employees | 7/01/2021 | 6/30/2022 | $18,621.03 |
| Time & Attendance, unlimited usage for internal employees | 7/01/2022 | 6/30/2023 | $19,365.87 |
| Time & Attendance, unlimited usage for internal employees | 7/01/2023 | 6/30/2024 | $20,140.50 |
| Professional Learning Management, unlimited usage for internal employees | 7/01/2021 | 6/30/2022 | $32,062.68 |
| Professional Learning Management, unlimited usage for internal employees | 7/01/2022 | 6/30/2023 | $33,345.19 |
| Professional Learning Management, unlimited usage for internal employees | 7/01/2023 | 6/30/2024 | $34,679.00 |

**Exhibit A Frontline Customer Order Form**
Q-59687

05/07/2021

1400 Atwater Drive Malvern, PA 19355

## Additional Order Form Information

### Tax Information

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

### PO Information

PO Status:
PO #:
Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment

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**Exhibit A Frontline Customer Order Form**
Q-59687

05/07/2021

1400 Atwater Drive Malvern, PA 19355

| Invoicing Schedule | Due Date | Amount |
|---|---|---|
| **Invoice: Annual** | | **$89,954.73** |
| Frontline Central Solution | | $19,732.92 |
| Frontline Central Solution | | $20,522.24 |
| Frontline Central Solution | | $21,343.13 |
| Recruiting & Hiring Solution | | $19,538.10 |
| Recruiting & Hiring Solution | | $20,319.62 |
| Recruiting & Hiring Solution | | $21,132.40 |
| Time & Attendance, unlimited usage for internal employees | | $18,621.03 |
| Time & Attendance, unlimited usage for internal employees | | $19,365.87 |
| Time & Attendance, unlimited usage for internal employees | | $20,140.50 |
| Professional Learning Management, unlimited usage for internal employees | | $32,062.68 |
| Professional Learning Management, unlimited usage for internal employees | | $33,345.19 |
| Professional Learning Management, unlimited usage for internal employees | | $34,679.00 |

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**Exhibit A Frontline Customer Order Form**
Q-59687

05/07/2021

1400 Atwater Drive Malvern, PA 19355

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the Agreement). BY SIGNING BELOW OR OTHERWISE ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the Order Form Terms) ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME. Customer also agrees that the terms of the Agreement and the Order Form Terms are confidential information of Frontline Technologies Group LLC, its affiliates and predecessors (collectively, Frontline) and are not to be shared with any third party without the prior written consent of Frontline.

| **Frontline Technologies Group LLC dba Frontline Education** | **Norman Public Schools** |
|---|---|
| Signature: DocuSigned by: Greg Doran 217C9191DC1A435... | Signature: DocuSigned by: Brenda Burkett 5FB1C60F5C5F47E... |
| Name: Greg Doran | Name: Brenda Burkett |
| Title: CFO | Title: CFO |
| Address: 1400 Atwater Drive<br>Malvern, PA 19355 | Address: 131 S FLOOD AVE<br>NORMAN, Oklahoma 73069-5463 |
| Email: billing@frontlineed.com | Email: brendab@norman.k12.ok.us |

# 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.

1. **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 74147-0208
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

APPROVED AS TO FORM

**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 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 Fileturn"** 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) is 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 a 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% | 1.55% |
| $ 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 ratably 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.

a. Settlement of any centrally billed account(s) must be by automatic debit or by Client or Participant initiated ACH, wire or check.
b. 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.
c. The Client or such Participant must maintain a satisfactory Bank credit risk rating (investment grade equivalent).
d. 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 | 2.5% ($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<br>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 | Central Bill: 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<br>Weekly—$250/month<br>Bi-weekly—$125/month<br>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<br>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<br>Weekly—$250.00/month<br>Bi-weekly—$125.00/month<br>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.NA./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: ______________________________

Title: ______________________________

**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 ______________________________

# 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 vise 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 an 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 | By: | Lana Turner-Addison |
| Name: | Tammie K. Blessing | Name: | Lana Turner-Addison |
| Title: | Vice President | Title: | Board President |

APPROVED AS TO FORM

**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 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.

## 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 ~~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 0.50% 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)*<br><br>* 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<br>Weekly—$250/month<br>Bi-weekly—$125/month<br>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.

# 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, 2013 (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:

   "<u>Average Fileturn De-Escalator</u>

   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 Matthews
Name: Marcia Matthews
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.

APPROVED AS TO FORM

By: L Phillips
Name: Linda Phillips
Title: Director, Materials Management

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

# THIRD AMENDMENT TO OKLAHOMA PURCHASING CARD AGREEMENT

V 1.0_12_15_09

THIS THIRD AMENDMENT (the "Amendment") to OKLAHOMA PURCHASING CARD AGREEMENT (the "Agreement") dated as of September 15, 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 entered into as of May 6, 2014 and effective as of July 1, 2014 (the "Third Amendment 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. Amendment. A new section 2.E is hereby added to the Agreement as follows:

   Bank shall not be obligated to provide any Account to Client, any Client Affiliate, or any of its or their respective Cardholders or to process any transactions in violation of any limitation or prohibition imposed by Applicable Law, including, but not limited to, the regulations issued by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC").

3. Amendment. A new section 3.I is hereby added to the Agreement as follows:

   Client represents and warrants that, it will use commercially reasonable efforts to ensure that such applicants to whom it requests Bank to issue Cards to and whom Client authorizes to use the Cards/Accounts, are not identified on a prohibited government sanctions list, are not located or resident in a sanctioned country, or otherwise subject to a sanctions program applicable to Client. Bank reserves the right to terminate the Agreement and/or cancel any of the Accounts at any time, if Bank determines that a Card has been issued to a person residing in a sanctioned jurisdiction or where the Cardholder's name, or the name of an individual authorized to use a Card/Account, appears on a government sanctions list applicable to Client or Bank.

4. Amendment. A new section 3.J is hereby added to the Agreement as follows:

   The Client shall obtain and provide to Bank such information as Bank may reasonably request, for the purposes of investigating the identity of an actual or prospective Cardholder or Client, evidencing authority for Card requests, and assisting in any review of Bank by a regulator with relevant jurisdiction. Any information provided by Client to Bank shall be, to the best of Client's knowledge, information and belief, accurate and complete in all material respects.

5. Amendment. A new Section 17.N is hereby added to the Agreement, as follows:

   Client acknowledges that Bank prohibits the use of Cards under any Accounts to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful internet gambling. The term "unlawful internet gambling," as used here, shall have the meaning as set forth in 12 C.F.R. Section 233.2(bb).

6. Amendment. The first two sentences of Section 11 of the Agreement are hereby deleted and replaced with the following:

   This Agreement shall have an initial term of four (4) years from the Third Amendment Effective Date unless otherwise terminated pursuant to the provisions of this paragraph. Thereafter, this Agreement may be renewed for one (1) year terms upon written agreement by both parties.

7. Exhibit B. Exhibit B to the Agreement is hereby deleted in its entirety and replaced with a new Exhibit B in the form attached hereto as Exhibit B-1.

8. 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.

9. 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 the Client have caused this Amendment to be executed by their respective authorized officers as of the effective date written above.

| BANK | | INDEPENDENT SCHOOL DISTRICT NUMBER 1 OF TULSA COUNTY | |
|---|---|---|---|
| By: | | By: | Ruth Ann Fate |
| Name: | Kristine Norris | Name: | Ruth Ann Fate |
| Title: | Executive Director & Assistant General Counsel Global Commercial Card | Title: | President |

APPROVED AS TO FORM

Independent School District Number 1 of Tulsa County 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: Peggy J. Young*

Name: PEGGY J YOUNG

Title: Clerk, Board of Education

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

# EXHIBIT B-1
# INCENTIVES & FEES

**DEFINITIONS**

"**Association**" means either MasterCard or Visa.

"**Average File Turn**" means the number of days between the transaction posting date or day the Bank funds the charge and the day payment for that Transaction is posted, averaged over the rebate calculation period. File Turn is calculated as the daily average outstanding balance divided by Gross Charge Volume multiplied by the number of days in the period.

"**Charge Volume**" means total U.S. dollar charges made on a Bank Card, net of returns, and excluding Large Ticket Transactions, cash advances, convenience check amounts, Fraudulent Transactions 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's Charge Volume and Participant's Charge Volume.

"**Contract Year**" means a 12-month period beginning on July 1, 2014 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 amounts due in respect of Fraudulent Transactions.

"**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.

"**Grace Days**" means the number of calendar days following the end of a billing cycle to the date the payment is due.

"**Gross Charge Volume**" means Charge Volume, Single Use Charge Volume plus Large Ticket Transaction Volume.

"**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) is 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 Card or Account, net of returns and excluding cash advances, convenience check amounts, Fraudulent Transactions and any transactions that do not qualify for interchange under applicable Association rules.

"**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 Grace Days. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing cycle and Y is the Grace Days.

"**Single Use Account**" means a Card-less Account used in connection with a single, unique transaction.

"**Single Use Charge Volume**" means total U.S. dollar charges made on a Single Use Account used in connection with the Single Use System, net of returns, and excluding Large Ticket Transactions, cash advances, Fraudulent Transactions and any transactions that do not qualify for interchange under applicable Association rules.

**REBATES**

<u>Volume Rebate</u>
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, subject to the rebate adjustments below.

| [redacted] | | |
|---|---|---|
| Less than $75,000,000 | 0.96% | 1.64% |
| $75,000,000 | 1.00% | 1.69% |
| $100,000,000 | 1.02% | 1.72% |
| $125,000,000 | 1.04% | 1.73% |
| $150,000,000 | 1.06% | 1.74% |
| $200,000,000+ | 1.06% | 1.75% |

**REBATE ADJUSTMENTS**

<u>Single Use Charge Volume Adjustment</u>
The incentive rate achieved by the Client or Participant on an individual basis will be reduced by 0.30% for annual Single Use Charge Volume that is less than $10,000,000 but at or above $2,000,000. No rebate will be paid on annual Single Use Charge Volume that is less than $2,000,000. Such Single Use Charge Volume that is less than $2,000,000 will, however, be included in the calculation of annual Combined Charge Volume for purposes of determining the rebate rate.

<u>Settlement Terms Adjustment</u>
The incentive rate achieved by the Client or Participant on an individual basis will be reduced by 0.11% for all Client Charge Volume or Participant Charge Volume associated with programs contracted on Settlement Terms of 30 & 25.

<u>Average File Turn Escalator and De-escalator</u>
Bank will pay the Client and each Participant on an individual basis an additional rebate based on the Average File Turn for the year. An Average File Turn escalator of 0.01% will be earned for each full day Average File Turn is below the maximum. The maximum Average File Turn for a program with 30 & 14 Settlement Terms is 29 days. The maximum Average File Turn for a program with 30 & 25 Settlement Terms is 40 days.

If the Average File Turn for a program with 30 & 14 Settlement Terms is greater than 29, the Volume Rebate Rate will be decreased by 0.01% for each whole number greater than 29 but less than 48. If the Average File Turn for a program with 30 & 25 Settlement Terms is greater than 40, the Volume Rebate Rate will be decreased by 0.01% for each whole number greater than 40 but less than 48.

<u>For illustrative purposes ONLY:</u>

| [redacted] | |
|---|---|
| 45, effectively 30/60 | -0.16% |
| 40, effectively 30/55 | -0.11% |
| 22, effectively 60/7 | +0.07% |
| 21, effectively 14/14 | +0.08% |
| 14, effectively 14/7 | +0.15% |
| 11, effectively 7/7 | +0.15% |

ILLUSTRATIVE

| | |
|---|---|
| 3, effectively 1/1 | +0.20% |

<u>Large Ticket Rebate</u>
Bank will pay the Client and each Participant on an individual basis an annual rebate based on annual Large Ticket Transaction Volume when the annual Volume Rebate threshold requirements are achieved. Bank will pay the Client and each Participant on an individual basis an annual rebate of0.60% on Client's annual Large Ticket Transaction Volume or Participant's annual Large Ticket Transaction Volume.

<u>Interchange Rate Adjustment</u>
In the event of a reduction in Interchange rates by the Associations, the Bank reserves the right to ratably adjust the rebate rates accordingly.

**General Rebate Terms**

Rebates will be calculated annually in arrears. Rebate amounts are subject to reduction by all Credit Losses. If Credit Losses exceed the rebate earned for any Contract Year, Bank will invoice the Client or such Participant for the amount in excess of the rebate, which amount shall be payable within 14 days. Upon termination of the Program, the Credit Losses for the six-month period immediately preceding the termination will be deemed to be equal to the Credit Losses for the prior six-month period. In no event will the Bank pay the Client or such Participant a rebate for the year in which this Agreement is terminated. If the Client or such 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.

Rebate payments will be made in USD within 90 days after the end of the Contract Year via wire transfer to an account designated by the Client or such Participant.

To qualify for any rebate payment, all of the following conditions apply.

a. Settlement of any centrally billed account(s) must be by automatic debit or by Client initiated ACH or wire.
b. Client must maintain a satisfactory Bank credit risk rating (investment grade equivalent).
c. Client is not in default under the Agreement.
d. Account(s) must be current at the time of rebate calculation and payment.
e. Average file turn must be less than or equal to 45 days (as stated in the Average File Turn Adjustment section).

**Settlement Terms**

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 & 14 for the U.S. Purchasing Card and U.S. Single Use programs, and 30 & 25 for the U.S. Travel Card program unless otherwise agreed to in writing in the Agreement or Participation Agreement signed by both parties.

**FEES**

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

| | |
|---|---|
| [illegible] | |
| 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) |
| [illegible] | |
| 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. |
| [illegible] | |
| Training | $0.00 for first on-site training(s); additional on-site training(s) @ $1,500/day each. |
| [illegible] | |
| 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) | $35 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) |
| [illegible] | |
| Client logo plastic (hot stamp) | $0.00 |
| Customized plastic | $15,000 (per design) |

| [illegible] | [illegible] |
|---|---|
| Executive Elite card | $525 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 your 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 Client requests services not listed in this table, Client agrees to pay the fees associated with such services.

The following are the fees associated with U.S. Single Use program:

| | |
|---|---|
| [illegible] | |
| 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) |
| [illegible] | |
| Late fee | Central bill: 1% of unpaid balance at the end of the first cycle |
| Delinquency/Finance charge | Central bill/individual bill: 2.50% of the full amount past due charged at the end of the second cycle and each cycle thereafter |
| [illegible] | |
| Training | $0.00 for first on-site training(s); additional on-site training(s) @ $1,500/day each. |
| [illegible] | |
| File transfer fee | Waived |
| PaymentNet platform fee | Waived |
| Custom reporting/ mapper/ programming/ post loader | $175 per hour ($1,000 minimum) |

If Client requests services not listed in this table, Client 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 10th, 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 ______________________

Name Judy Mischel

Title Executive Director 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 ______________________

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 ______________________

Name RACHAEL VESPASKA

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 university 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. <u>Volume Rebate</u>
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 | $1,000,00 | $1 |
| $1 | 1.61% | 1.59% | 1.57% | 1.55% | 1.54% | 0.95% |
| $75,000,000 | 1.76% | 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. <u>Large Ticket Rebate</u>
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<br>@ 29 Average File Turn days | 0.70% |

## 3. REBATE ADJUSTMENTS

A. <u>Average File Turn Adjustment</u>

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 45 days, that Participant will not qualify for any rebate payment (as described below in the General Rebate Terms Section).

B. <u>Interchange Rate Adjustment</u>
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. <u>Annual Rebates</u>

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 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, 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. <u>The following are fees associated with</u>:

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<br>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 | 2.5% 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 | $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. <u>The following fees are associated with:</u>

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<br>Individual bill: $10 late fee at the end of the first Cycle<br>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.

TechVision, LLC

**Contract Services Agreement for**
**Norman Public Schools, 2021**

Norman Public Schools, a public or private employer established pursuant to State Law (hereinafter "the District") and Dr. Denise Robinson and TechVision team, (hereinafter "the Contractor") in consideration of the mutual covenants herein, do hereby agree as follows:

I. Purpose: The Contractor agrees to provide instructional and tech support for a visually impaired special education student(s) from for four (4) hours per week.
   a. The contractor will teach technology such as but not limited to: dictation, Word, braille display, JAWS technology enabling the student to access student education.
   b. Contractor will work with TVI and school team as needed.
   c. Contractor will provide instruction on braille skills and braille display according to student's physical abilities. Ongoing evaluations on student's progress will also be provided in order to adapt instruction.

II. Terms of the Agreement: Notwithstanding the date of execution of this Agreement, it will be effective for the period of May 28th, 2021 to June 30th, 2021, as provided by the Termination clause herein.

III. Payment: The District will pay the Contractor at a rate of $120 (one hundred twenty dollars) per hour for four (4) hours per week. Funds will be payable by the following month pending a written invoice submitted to the district by the last working day of the previous month. The invoice will include the days worked with the student.

IV. Other Provisions: A completed W-9 will be provided to the school district for reporting Federal Income Tax purposes. The Contractor is personally responsible for all state and federal taxes required as a result of this Agreement.

V. This contract replaces all other contracts.

VI. Termination: This Agreement will terminate on June 30th, 2021.

Denise Robinson
_______________________________

Dr. Denise Robinson,
Contractor
Date: 3/29/2021

Contractor's Federal ID/SS#
45-2874832

_______________________________
Dr. Dan Snell,
Board of Education President
Norman Public Schools
Date: _______________
PO#: _______________
School Address:

**STATE OF OKLAHOMA**
**DEPARTMENT OF REHABILITATION SERVICES**

Dear Vendor:

**Please read the attached agreements and the following instructions carefully**.

1. **One (1) agreement with original signature (no signature stamps) is required**, a fully-executed agreement will be emailed back to you with the Award of Contract (Purchase Order).

2. Certificates, if included, **must have original signatures (no signature stamps) and must have the same signatures as the agreements**.

3. If changes or corrections are necessary, please line through the incorrect information and write in the correct information. **Please do not use white out or erase in any manner. Each change must be initialed by the same individual who signed the agreements.**

4. Please fill in all blanks, if any, on the agreements. If not applicable, note N/A. **Please provide a copy of the vendor license if applicable**.

5. Signed agreements and certificates must be returned as soon as possible to avoid a disruption of services. Please note that the time period from submission of the signed agreement until receipt of the Award of Contract may be several weeks. **Services must not be provided until the Award of Contract has been issued.**

Please **email** signed agreements and attachments to: Chris Compton at CCompton@okdrs.gov and cc: Renee Sansom at rsansom@okdrs.gov or **mail** to: State Office, 3535 NW 58th St., Suite 500, Oklahoma City, OK 73112, ATTN: Renee Sansom.

If you have any questions, please call Renee at 405-212-7789

## STATE OF OKLAHOMA
## DEPARTMENT OF REHABILITATION SERVICES
## WORK ADJUSTMENT TRAINING (WAT)

This agreement, consisting of twenty-one (21) pages (the "Contract"), is hereby made between the Oklahoma Department of Rehabilitation Services ("DRS") and

**NORMAN PUBLIC SCHOOLS**
**131 S. FLOOD AVE.**
**NORMAN, OK. 73069**

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

### RECITALS

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

**WHEREAS**, the Oklahoma Department of Rehabilitation Services desires employment training for its individuals; and

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

**WHEREAS**, the Oklahoma Department of Rehabilitation Services is authorized by rules promulgated by the Oklahoma Commission for Rehabilitation Services, O.A.C. 612: 10-7-164 to provide work adjustment training; and

**WHEREAS,** the fees for services set forth herein have been approved as fixed rates by the Oklahoma Commission for Rehabilitation Services and the Office of Management and Enterprise Services pursuant to 74 O.S. § 85.7(A)(6)(f); and

**WHEREAS**, the Oklahoma Department of Rehabilitation Services is authorized to enter into this contract pursuant to the approved Oklahoma Department of Rehabilitation Services Internal Acquisition Procedures, paragraph 7.1.

**NOW THEREFORE**, the parties agree as follows:

## I. <u>Contract Period</u>

The Contract is effective from the latest date of signature of both parties or July 1, 2021, whichever is the latter, through June 30, 2022. The Contract may be renewed for two additional one-year periods upon written agreement of the DRS and the Contractor.

## II. <u>Contract Services</u>

### A. Contractor's Obligations

1. The Contractor agrees to submit a proposal initially to start a program or as requested by DRS staff. A proposal should include a description of the referral process, staff qualifications, admission criteria, individualized assessment tools, individualized training plan forms, curriculum, progress assessment and reporting methods and tools, a plan for post-training services, and information about facilities and equipment to be utilized. Upon approval, a contract shall be issued to the Contractor. **The work adjustment training program is designed to prepare high school age youth with the most significant disabilities or equally significant barriers for competitive integrated employment in the community by developing important work habits, attitudes and personal and social adjustment skills.** Services such as these are made possible by the Workforce Innovation and Opportunity Act (WIOA) of 2014.

2. DRS clients preauthorized to participate in work adjustment training (WAT) may do so for no more than 18 cumulative months, as approved on an individual basis by the DRS counselor. If the DRS client requires more time to make additional progress, the DRS counselor may authorize additional time. If the Contractor provides WAT during the summer months, any summer months worked by the DRS client count as part of the 18 cumulative months. **The Contractor agrees to fully inform the staff responsible for carrying out the duties set forth in the Contract. This includes providing all necessary staff with a copy of the Contract and pertinent documents.**

**Students eligible to participate include those DRS transition students:**

a. with documented disabilities (includes individualized education plan (IEP), 504 Plan, or other documents)
   who:
   - have been determined eligible for DRS services. or
   - are on a trial work plan as determined by the DRS counselor.

b. with an approved DRS case.
c. with an individualized plan for employment (IPE) in place.
d. with WAT as a line of service on the IPE.
e. who have been provided written authorization by DRS as to their start date.

and

f. who are at least 16 years of age.

3. There are rare cases where students NOT on an IPE may participate in WAT under a Trial Work Plan, as approved by the DRS counselor. In either case, no services may begin without prior written authorization from DRS.

4. Students who are completing high school at the end of the school year and who are participating in services through the Contract must cease participation upon their last day of school/graduation. They may not continue to participate in WAT beyond their last day of high school (unless in rare cases and only with DRS counselor approval).

5. Work adjustment training provided under the provisions of the Contract must comply with the component parts as described:

## B. Program Requirements

### 1. Referral

The Contractor agrees to provide work adjustment training to eligible individuals of the DRS who are referred to the Contractor by the DRS and pre-authorized in writing by the DRS counselor. All services for DRS individuals shall be pre-authorized in writing by the DRS counselor as "work adjustment training". It is the Contractor's responsibility to market and educate others about its program.

### 2. Staff Qualifications

The work adjustment training center shall assure that all instructional staff and assistants are properly trained to perform their assigned functions. Minimum staff training and qualifications should include the following:

a. complete DRS Employment Consultant Training within the first year of employment; or
b. be a certified special education teacher; and
c. have experience working with people with disabilities and knowledge of transition requirements under IDEA and the Pre-ETS of WIOA.

The instructional staff must also have access to technical assistance and receive update training as appropriate. The Contractor shall document qualifications and ongoing training/professional development.

### 3. Admission Criteria

The work adjustment training center shall provide specific admission criteria for individuals with the most significant disabilities or equally significant barriers expressing a desire to obtain competitive integrated employment in the community after completing work adjustment training. Admission criteria shall be made available in accordance with the DRS requirements. The Contractor shall make every effort to educate clients and parents about working toward competitive integrated community employment.

4. **Individualized Assessment**

The work adjustment training center shall assure that each individual is afforded, **on a monthly basis**, an individualized assessment of interpersonal and competitive work related skills. This shall be documented on the DRS Monthly Progress Report form and any other assessments chosen by the Contractor. The individualized assessment shall be documented and must include:

a. an assessment of the individual's interpersonal skills, including the ability to interact socially.
b. capacity to understand verbal and written instructions.
c. job skills, including the ability to meet both the physical and social aspects of competitive integrated employment.
d. work speed and endurance.
e. career interest and awareness.
f. work behaviors, which include the ability to work independently. and
g. physical capacities and psychomotor skills.

The Contractor shall assist each client in developing a realistic vocational goal upon completion of one school year (i.e., 9 months) in the work adjustment training center program. This shall include working with clients to identify strengths, interests, abilities, challenges, job matches and mismatches, and researching alternative jobs within various career fields. This vocational goal shall be shared with the DRS counselor upon development with the intent of aligning this goal with the IPE goal and jointly planning activities to reach the goal. The Contractor shall share with the DRS concerns regarding client participation or lack of progress as soon as possible as well as a change in client's goal toward achieving competitive integrated employment.

5. **Individualized Training Plan (ITP)**

a. The work adjustment training center shall assure that an individualized training plan be prepared for each individual served within 60 calendar days of admission. The goal of the individualized training plan shall be working towards independent competitive community integrated employment and shall be based on input from the individual and his/her parent(s) or authorized representative. It should address areas of strength and needed services based on the individualized assessment, and provide the basis for periodic evaluation of progress towards competitive employment. ITPs for each client must be submitted to the DRS counselor within 60 calendar days.

b. This ITP shall be reviewed regularly (or at least every 3 months along with the DRS Progress Report) and shall also contain a detailed description of how each client shall progress through work adjustment training and ultimately into a paid work experience through the Transition School-to Work: Work Study contract, or other paid or unpaid work experience (e.g., job shadowing, on the job training). DRS counselors shall work with the Contractor on an individual basis to determine when a client is ready to transition out of work adjustment training and into a work experience; however, the DRS counselor and the Contractor shall be given the flexibility to allow for alternate plans for exceptional individual cases. The Contractor shall also assist each DRS client with developing a transportation plan for employment upon completion of services (e.g., city bus, call-a-ride, taxi, walking, carpooling, parent driving, driving self, riding a bicycle, Uber). This may be included in the ITP or another document but must be in writing.

6. **Curriculum**

a. The work adjustment training center shall provide instruction and orientation to work practices which is tailored to individual needs and falls within the five core Pre-Employment Transition Services:

1a. job Exploration Counseling;
2a. work-based Learning Experiences;
3a. counseling on opportunities for enrollment in postsecondary education (college, CareerTech, trade education, professional certification, etc.);
4a. workplace Readiness, including social and independent living skills; and
5a. self-advocacy, including peer mentoring.

and that encompasses:

6a. career interest/awareness and Job seeking skills (e.g., utilize resources for finding jobs, stating job interests, recognizes purpose for work and need to develop skills).
7a. work Behaviors (e.g., attendance, punctuality, working independently or in groups, dressing appropriately, demonstrating safety and maturity, and following work rules, using breaks wisely, cell phones and other electronic devices in the workplace, e-mail etiquette).
8a. job Skills (e.g., switching tasks, remaining on task, obtaining supplies, and cleaning up work area).
9a. work speed and endurance (e.g., completing tasks with accuracy, increasing time on task, asks for additional work, and adjusts to change).

10a interpersonal/communication skills (e.g., ability to interact socially, cooperate, ask for help, use appropriate manners, respond to criticism; initiate, maintain, and end conversations; appropriate conversation topics for the workplace; forms of harassment and how to respond/get help; what is NOT harassment).

11a independent living skills (e.g., value of money, how to organize money, banking, setting a budget, money/identify safety, preparing for meals, grocery shopping, light meal preparation, kitchen safety, accessing and using various transportation options, transportation safety, community safety, sorting laundry, using washing machines/dryers, community resources, personal needs/medical, home safety, emergencies); Safety training may include real life practice, class discussion and activities, role playing, watching safety videos, having guest speakers, etc. Sample transportation topics may include, but are not limited to:

- specific equipment and documentation to keep in vehicle or on your person.
- emergency procedures for specific transportation option.
- communication between program and driver before, during, and after transport.
- maintenance and inspection of vehicles and bicycle.
- safety in and around vehicles.
- school zones, railroad crossings.
- unloading and double-checking vehicles after unloading.
- knowing your surroundings and people around you.
- seatbelts, car seats, booster seats, helmets, and other safety devices.
- waiting on the curb.
- crossing the street.
- waiting at bus stops.
- rules for bicycles.
- strangers. and
- being street smart.

12a understanding verbal and written instructions (e.g., following directions, responding to directions in a timely manner, remembering steps, and asking for help). and

13a work related skills (e.g., dealing with work pressures, counting, measuring, telling/managing time, travel and transportation, including planning around work schedules to arrive on time, what to do when you will be late or not able to go to work).

b. The Contractor shall integrate the use of technology for clients and ensure clients are accessing technology in meaningful ways that will help better prepare them for ways to use technology for employment purposes (e.g., resume development, online applications, job searches, e-mail, and interest inventories). If a client has a cell phone or other electronic device and can be taught how to use it for reminders, lists or steps, video modeling, the Contractor is encouraged to make use of such opportunities for independence.

c. The curriculum must also include real work observation and include a variety of work experiences in the community (e.g., ability to transfer work skills, learn new job tasks, and demonstrate appropriate behavior). The Contractor shall ensure that each client is afforded the opportunity to experience at least six (6) different types of jobs in various community settings (e.g., retail, hotel, restaurant, manufacturing, industry, customer service, medical) throughout each school year. This must include at least 6 separate experiences in the community. Situations in which students would be performing tasks of a volunteer nature may count as only one of the 6 experiences. The DRS counselor and the Contractor shall be given the flexibility to allow for alternate plans for **exceptional individual cases.**

7. **Progress Assessment And Reporting**

The work adjustment training center shall have established procedures for evaluating the individual's progress toward independent competitive integrated employment and skills identified in items 4 and 5 above and must report results periodically in accordance with the DRS requirements. Evaluation of progress of individuals shall be required every 30 days, and an additional evaluation of level of independence every 90 days, with work adjustment training not to exceed 18 cumulative months unless approved by the DRS staff. All progress reports and time sheets must be submitted to the DRS counselor by the 15th of the following month for timely payment to the Contractor for students participating in work adjustment training.

8. **Post-Training Services**

The work adjustment training center shall provide post-training referral services for each individual in accordance with the individual's needs. Such services should include but not be limited to referrals for job placement assistance and/or continuing education.

9. **Facilities And Equipment**

The work adjustment training center shall have adequate equipment and facilities to facilitate the training services provided by the center. The equipment and facilities used for training purposes shall meet or exceed all appropriate safety standards. Additionally, the facilities must meet the ADA requirements for accessibility. The Contractor shall ensure adequate staff to supervise students in the various facilities utilized for work adjustment training. Staff assigned to implement WAT program requirements must have appropriate training and qualifications (e.g., employment consultant training).

10. **Reporting**

The Contractor agrees to maintain all appropriate training standards and provide monthly attendance and progress reports for each authorized individual. These reports shall be processed through the assigned DRS counselor. The DRS staff shall conduct ongoing annual evaluations through visits, reviewing paperwork, and onsite auditing to ensure compliance with the DRS guidelines. Should the DRS find areas of noncompliance, the Contractor shall be required to submit a corrective action plan (CAP) within 30 days. The DRS shall do a follow-up visit within two months to ensure all areas on noncompliance are corrected. Final reporting and recommendation regarding competitive employment abilities or obstacles shall be completed by the Contractor on each individual at the conclusion of the work adjustment training period. This final report shall include each client's plans for future employment.

## C. Additional Contractor Requirements

The Contractor's designated teacher/transition coordinator(s) shall:

1. be knowledgeable about the contents and requirements of the Contract, especially the Key Points documented in Appendix A.
2. obtain written preauthorization from the DRS counselor before initiating services for students.
3. be a part of the decision making process for community work experiences and transitioning students out of the WAT program.
4. provide information regarding the program to school personnel, students, and parents.
5. provide job readiness instruction and assistance to the students as outlined above that fall within the following five core Pre-Employment Transition Services:
    a. job exploration counseling;
    b. work-based learning experiences;
    c. counseling on opportunities for enrollment in postsecondary education (college, CareerTech, trade education, professional certification, etc.);
    d. workplace readiness, including social and independent living skills;
    e. self-advocacy, including peer mentoring.
6. assist with regular assessment of the students' progress.
7. work with the DRS counselor to maintain a list of all authorized participating students at least one time per semester or updated as new students join or exit.
8. assist with the coordination of the individualized education program (IEP) and the individualized plan for employment (IPE) to reflect the WAT services provided by DRS, including, but not limited to, present levels of performance, services, and annual education/training or employment goals on the IEP.
9. document such transition services or Pre-Employment transition services

provided and completed by participating students on the progress report form or other documents developed by the Contractor or required by DRS.

10. provide monthly documentation to DRS counselor, such as progress reports and attendance reports.
11. provide an ITP within 60 calendar days of admission to the DRS counselor. and
12. ensure the electronic copy of the contract is routed to the appropriate person for signature and returned electronically to DRS.

## D. DRS's Obligations

The DRS counselor shall:

1. provide the Contractor written preauthorization prior to the initiation of services for each student approved for the WAT program.
2. provide to the Contractor a signed copy of each client's IPE within 30 days of beginning the WAT program.
3. accept referrals, process applications, and assist with the coordination of the IEP and the IPE and offer input to the IEP employment goals.
4. provide payment to the Contractor for work adjustment training as set forth in Paragraph III. A, in a timely manner when provided with progress reports and timesheets for processing.
5. serve as a member of the transition team and help make decisions regarding experiences and transition out of the WAT program.
6. organize his or her work schedule in order to be available to confer with the Contractor, the students in the program, parents, employers and other partners in the process.
7. arrange and provide services as needed, including vocational evaluations, and counseling and guidance.
8. provide technical assistance to the Contractor.
9. make regular visits to the WAT program, either at the facility or in the community to observe activities and client progress.
10. work with the school staff/teachers to maintain a list of all authorized participating students, the vocational goal, experiences, skills learned, and areas for further development, at least one time per semester or updated as new students join or vocational goals change. and
11. ensure the Contractor is submitting accurate monthly time sheets and progress reports, including documentation of transition services or pre-employment transition services (as completed).

## III. <u>Compensation</u>

## A. Contract Amount

In consideration of the satisfactory performance of said services, the DRS shall pay the Contractor at the rates set forth below.

1. The DRS shall pay a fixed rate to the Contractor up to $375.00 per month for half day (3 hour) training periods, $250.00 per month for 2 hour per day training periods, or $125.00 per month for 1 hour per day training periods per individual client. The Contractor shall be paid at the full amount for clients who participate in trainings for at least 61% of school days in each month. A school day is defined as a day in which school is in session and students are expected to be in attendance. Snow days do not count as school days. Participation of 60% or less must be prorated accordingly. For example, if a student was present 12 out of the 20 possible school days in a month (i.e., 60%) and was in the program daily for at least 2 hours (i.e., $250), the Contractor would bill the DRS for $150.00 (i.e., 60% of $250). A school month begins effective the first day the student is authorized to attend. For example, if school starts August 1, but the student is not authorized to attend until August 15, the school days that month available to that student begin on August 15.
2. For all school months containing fewer than 10 school days, the DRS shall pay to the Contractor on a prorated daily rate per individual client. The daily rates to be utilized are as follows.

   - Daily rate for clients participating for 3 hours at $375.00 per month--$18.75 per day.
   - Daily rate for clients participating for 2 hours at $250.00 per month--$12.50 per day.
   - Daily rate for clients participating for 1 hour at $125.00 per month--$6.25 per day.
3. For example, if a student was present 9 out of the 9 school days for the month of December (100% of the days in the short month) and was in the program daily for at least 3 hours (which would be at the $375.00 per month amount), the Contractor would bill the DRS at a daily rate of $18.75 for each day (i.e., $168.75, which is $18.75 times 9 school days).
4. This daily rate is to account for the months in which a school incurs a long holiday or significant break of any kind in which the students would not be attending school the typical number of days in a month (i.e., an average of 20 school days), and to account for schools that go year-round.
5. A student is considered in attendance for the day if the student is present at least 50% of the time that day that they are designated to be in Work Adjustment Training. For example, if a student is enrolled in Work Adjustment Training for 3 hours per day, and they are present in the program for at least 1 ½ hours of the program that day, they are considered in attendance. If they are present less than that amount of time due to illness or other reason, they are considered not in attendance. If they are enrolled in 2 hours, they would need to be present for at least 1 hour that day, and for 1 hour of enrollment, they would need to be present for at least a half an hour that day to be counted in attendance. Billing invoices must be adjusted if a student averages less time during the month than which he or she was originally authorized (e.g., a student who is authorized 3 hours a day who really ends up averaging about 2 hours a day over the month shall only be billed at 2 hours that month).

6. Time in WAT begins when instruction or employment readiness/practice begins and ends when said instruction/readiness ends. Breaks are not allowable billed time for DRS WAT programs. Travel time to get to the WAT facility does not count toward billable time.
7. There are no "free/excused" absences that may still be billed for by the Contractor. Daily student attendance must be counted.
8. The school Contractor providing WAT for its students and the Community Rehabilitation Provider (CRP) providing WAT services to students are responsible for providing transportation for DRS transition clients to and from community employment activities (unless other arrangements are made between the school and CRP) and may not seek reimbursement from the DRS for travel expenses. Schools are responsible for transporting their students to and from the CRP who is providing the WAT program for their students.
9. If an individual does not participate in training during any given month, payment shall not be made for that month. Payment shall be made upon submission of properly completed and approved progress reports and time sheets documenting services. By law the DRS cannot pay in advance. Neither the Contractor nor any other parties may rely upon any amount set by the DRS in the Contract, or otherwise, as a guaranty, warranty, or any other promise of receipt or payment of that amount, except for those goods and/or services provided and accepted by the DRS pursuant to the Contract.
10. The Contractor may use funds to develop, enhance, and implement the WAT program. All funds paid to the Contractor by DRS must be put back into the program and used for implementing the program. Examples of ways in which funds may be spent include, but are not limited to:

    a. WAT staff salaries and compensation package.
    b. facility and maintenance costs.
    c. substitutes to cover staff when at trainings.
    d. training costs for WAT staff to attend the Annual Oklahoma Transition Institute (OTI), job coach training, and other training relevant to fulfilling the requirements of the WAT contract (and may include registration fees, hotel, per diem, mileage, and parking for WAT staff).
    e. curriculum.
    f. gas for transporting DRS clients to and from community businesses for the required minimum 6 community visits.
    g. WAT vehicle maintenance, repairs, and depreciation.
    h. program materials. and
    i. uniforms or protective clothing and equipment required by community business partners.
11. DRS funds shall NOT be used to purchase food without the written permission from the designated DRS contract monitor and solely for the purpose of teaching independent living skills. DRS shall only authorize the use of funds for food in situations in which independent living skills are taught to DRS clients, and the clients have a role in planning the menu, preparing shopping lists, budgeting,

shopping, preparing and cooking, serving, and cleaning after the skills instruction.

12. Upon request, the Contractor shall submit to the DRS monitor an expenditure report or other proof of purchase/payment for expenditures of DRS funds.

### B. Payment

The State of Oklahoma has forty-five (45) days from receipt of a proper invoice documenting the provision of services and/or receipt of a proper claim for reimbursement of travel expenses pursuant to the contract for services, timesheets, and progress reports documenting the provision of services to issue payment to the Contractor. Invoices/claims, time sheets and progress reports shall be sent to the DRS counselor who authorized services for each DRS client. The DRS counselor's name, address, and telephone number are shown on each DRS client's Authorization for Purchase. If the State of Oklahoma fails to make payment within the forty-five (45) days, the Contractor is eligible to receive interest on the unpaid balance due per State of Oklahoma Statutes. The Contractor is responsible for claiming the interest. DRS cannot make payment for services that are not pre-approved in writing by the DRS counselor.

All students who are placed in the Work Adjustment Training program must be active VR/VS clients and have a trial work plan and/or an Individualized Plan of Employment (IPE) in place in order for the training facility to be paid a fixed rate.

### C. Lapse Of Invoices/Claims

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

## IV. Standard Terms

### A. Equal Opportunity/Non-Discrimination

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

**B. Lobbying Activities**

The Contractor certifies the following:

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**C. Debarment And Suspension**

In accordance with Presidential Executive Orders 12549 and 12689, the Contractor certifies that neither it nor its principals are presently debarred, suspended or otherwise disqualified for participation in federal assistance programs.

**D. Drug-Free Workplace**

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

**E. Modification**

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

**F. Cancellation**

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

rules and regulations promulgated by the State of Oklahoma, Office of Management and Enterprise Services.

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

## G. Access To And Retention Of Records

The Contractor shall maintain adequate and separate accounting and fiscal records and account for all funds provided by any source to pay the cost of the Contract. Authorized personnel of the U.S. Department of Education, or other pertinent federal agencies, and authorized personnel of the Oklahoma Department of Rehabilitation Services, State Auditor and Inspector, and other appropriate state entities shall have the right of access to any books, documents, papers, or other records of contract which are pertinent to the performance or payment of the Contract in order to audit, examine, make excerpts, and/or transcripts. The Contractor shall be required to maintain all records for three (3) years after the DRS makes final payment and all other pending matters are closed.

## H. Subcontracting

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

## I. Compliance With State And Federal Laws

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

## J. Travel

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

## K. Client Confidentiality

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

## L. Unallowable Costs

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

## M. Audit

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

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

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

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

**N. Clean Air Act**

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

**O. Employment Relationship**

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

**P. Insurance**

If the Contractor is not a self-insured governmental entity, the Contractor is hereby required to carry liability insurance adequate to compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents or employees. Said policy must provide that the carrier may not cancel or transfer the policy without giving the DRS thirty (30) days written notice prior to the cancellation or transfer. The Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract, and provide the DRS with evidence of such insurance and renewals upon request.

**Q. Punitive Actions**

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

## R. Prior DRS/State Employment

The Contractor hereby certifies that at the start of the contract period neither he/she, or if applicable, no member of its board or officers are former DRS employees who were employed by the DRS during the prior twelve (12) months. Pursuant to 74 O.S. § 85.42(B), the Contractor also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the Contractor to fulfill any of the services provided for under said contract.

## S. Legal Employment Status Verification System

The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time the Contract is executed or awarded, are in compliance with 25 O.S. §1313, and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312, and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

## T. Contract Jurisdiction

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

## U. Severability

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

## V. Signatures

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

Oklahoma Department of
Rehabilitation Services

___________________________
Signature Date

Kathy Lowry, CPPB, CPO
Print Name

Manager Contracts & Purchasing
Title

Contractor

**Signature:**

**Email:** mcurry@norman.k12.ok.us

___________________________
Signature Date

___________________________
Print Name

___________________________
Title

___________________________
Contact Person Telephone

___________________________
Contractor's Email Address

## Appendix A

### Key Points of the
DRS Work Adjustment Training Contract

1. The Contractor must obtain written preauthorization from the DRS counselor before initiating services for students.
2. Students may participate 1 hour per day ($125 per month to the Contractor), 2 hours per day ($250 per month to the Contractor), or 3 hours per day ($375 per month to the Contractor).
3. Students may participate in WAT for no more than 18 cumulative months, unless additional time is approved by the DRS counselor.
4. The team must meet to determine when the student can transition out of WAT and into a less restrictive employment experience.
5. A minimum of 6 community employment experiences must be completed for each student.
6. DRS shall reimburse the Contractor for the amount invoiced based on student attendance and prorated accordingly.
7. Documents required for payment:
   a. the monthly timesheet; and
   b. the progress report(s).
   c. These documents should be sent to the DRS counselor on a monthly basis. Waiting until the end of the semester or the end of the year to submit them is not acceptable.
8. WAT Payment Process:
   a. School sends individual student Progress Report and Time Sheet to the DRS counselor.
   b. The DRS counselor authorizes payment to the Contractor.
   c. The DRS counselor enters payment amount.
   d. The DRS State Office sends a check to the Contractor.
   e. The State of Oklahoma has forty-five (45) days from receipt of proper timesheets and progress reports to make payment to the Contractor.

## Appendix B

## Resources to Assist in Program Implementation

**Free Resources**

1. Autism Speaks (IL Skills)
   https://www.autismspeaks.org/sites/default/files/docs/ttk2_independent_living.pdf
2. Biz Kids (Money Management)
   http://bizkids.com/
   http://bizkids.com/students
   http://moneytalks4teens.ucanr.edu/
   http://www.themint.org/teens/index.html
3. Caseylifeskills (Money, Home, and Food Management)
   http://www.casey.org/media/CLS_ResourceGuides_subdocs_PAYAModule1.pdf
4. Caseylifeskills (Moving Out on Your Own)
   http://www.casey.org/media/CLS_ResourceGuides_subdocs_imgettingready.pdf
5. University of
   a. Self-Determination Assessments for Transition
      http://www.ou.edu/content/education/centers-and-partnerships/zarrow/self-determination-assessment-tools.html
   b. Self-Determination Curriculum
      http://www.ou.edu/content/education/centers-and-partnerships/zarrow/choicemaker-curriculum.html
   c. Transition Education Materials
      http://www.ou.edu/content/education/centers-and-partnerships/zarrow/trasition-education-materials.html
   d. Preference Indicators
      http://www.ou.edu/content/education/centers-and-partnerships/zarrow/transition-assessment---severe-disabilities.html
   e. Timeline of Transition Activities developed by the Oklahoma Transition Council
      http://www.ou.edu/content/education/centers-and-partnerships/zarrow/timeline-of-transition-activities.html
6. Minnesota Literacy Council (Employment Readiness)
   http://mnliteracy.org/tools/employment-readiness-curriculum
7. Applied Educational System
   http://www.aeseducation.com/careercenter21/employability-skills-lesson-plans/

**Resources for Purchase**

8. Conover Company (Functional Skills)
   https://www.conovercompany.com/downloads/fss_brochure.pdf
9. University of Oklahoma Zarrow Center for Learning Enrichment Resources
   a. Transition Assessments
      https://tagg.ou.edu/tagg/
10. Brigance Transition Skills
    http://www.curriculumassociates.com/products/detail.aspx?title=BrigTSA

11. Skills USA
    http://www.skillsusa.org/programs/career-readiness-curriculum/

**Resources for Driving Readiness**

Montgomery College readiness checklist

Children's Hospital of Philadelphia readiness

Quizlet Driver Readiness flashcards

DriveWell Info and Resources for Drivers

*************************************

Please complete the enclosed **non-collusion certification** by filling in each line that has a check mark by it, and placing a check mark inside the box labeled **"the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes"**. The certification must have an original signature, and it must be the same as the signature on the accompanying contract/agreement.

*************************************

OKLAHOMA
Office of Management
& Enterprise Services

# Certification for Competitive Bid and/or Contract (Non-Collusion Certification)

**NOTE:** *A certification shall be included with any competitive bid and/or contract exceeding $5,000.00 submitted to the State for goods or services.*

Agency Name: Oklahoma Department of Rehabilitation Services Agency Number: *805*

Solicitation or Purchase Order #: ______________________

Supplier Legal Name: ______________________

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
   a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
   b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
   c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
   d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

**OR**

☒ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

______________________ Supplier Authorized Signature

______________________ Certified This Date

______________________ Printed Name

______________________ Title

______________________ Phone Number

______________________ Email

______________________ Fax Number

# DRS Work Adjustment Training (WAT) Monthly/90-Day Progress Report

Student Name: ____________________________ School/Provider: ______________________ School Year: 20___ to 20___

Job Site(s)/Date(s): ____________________________________________________________________________

**Progress Rating (P)**
1 = Unsatisfactory
2 = Below Average, needs improvement
3 = Satisfactory, but could improve
4 = Good, no major improvements needed
5 = Excellent, no improvement needed

**90-Day Independence Rating (I)**
I = Independent, no prompts needed
M = Modeling, task must be demonstrated first
V = Verbal, instructions must be given
H = Hand-Over-Hand, teacher/provider must place hands over student's hands to complete task

| **Pre-employment Transition Services Work Skills Five Required Areas** | **Sept.** | **Oct.** | **Nov. 90 Day** | **Dec.** | **Jan.** | **Feb. 90 Day** | **March** | **April** | **May 90 Day** |
|---|---|---|---|---|---|---|---|---|---|
| **1. Workplace Readiness Training/Social & Independent Living** | | | **P I** | | | **P I** | | | **P I** |
| Cooperates with co-workers and supervisors | | | | | | | | | |
| Is courteous, and uses appropriate manners | | | | | | | | | |
| Accepts and responds appropriately to criticism | | | | | | | | | |
| Attendance and Punctuality | | | | | | | | | |
| Works independently | | | | | | | | | |
| Wears appropriate dress | | | | | | | | | |
| Demonstrates mature/safe work behaviors | | | | | | | | | |
| Follows work rules and uses breaks appropriately | | | | | | | | | |
| Ability to tell time/manage time | | | | | | | | | |
| Ability to manage money | | | | | | | | | |
| Understands transportation needs and available resources | | | | | | | | | |
| Understands safety as it relates to transportation | | | | | | | | | |
| **2. Work-Based Learning Experiences** | | | | | | | | | |
| Follows written and verbal instructions and asks for help when needed | | | | | | | | | |
| Responds to instructions within an appropriate amount of time | | | | | | | | | |
| Remembers jobs steps or asks appropriate questions when needed | | | | | | | | | |
| Can switch tasks without maladaptive behavior | | | | | | | | | |
| Remains on task in distracting environments, for increasing durations | | | | | | | | | |
| Asks for supplies as needed, and returns supplies at end of work period | | | | | | | | | |
| Completes assigned tasks with accuracy | | | | | | | | | |
| Asks for work upon completion of a task; is self-motivated | | | | | | | | | |
| Ability to adjust to change and pressure | | | | | | | | | |
| Demonstrates appropriate behavior in the community setting | | | | | | | | | |
| Ability to transfer work behaviors and skills from class to community | | | | | | | | | |
| **3. Job Exploration Counseling** | | | | | | | | | |
| Ability to utilize resources for finding available jobs | | | | | | | | | |
| Ability to communicate values, interests, and preferences | | | | | | | | | |
| Recognizes the importance of acquiring marketable skills, the purpose of work, and that work is a part of life | | | | | | | | | |
| Ability to voice career of choice and reasons for choosing | | | | | | | | | |
| **4. Instruction in Self-Advocacy** | | | | | | | | | |
| Understands his or her needs | | | | | | | | | |
| Knows what help or support needed to get needs met and be successful | | | | | | | | | |
| Knows how to request to needs and support in appropriate ways | | | | | | | | | |
| Knows how to advocate for needed accommodations and services | | | | | | | | | |
| **5. Counseling on postsecondary opportunities** | | | | | | | | | |
| Participates in career vocational assessments | | | | | | | | | |
| Ability to research career and postsecondary education options | | | | | | | | | |
| Ability to choose a postsecondary option (if appropriate) | | | | | | | | | |
| Identifies skills and abilities necessary for postsecondary programs | | | | | | | | | |
| **Student Participated in Assessment** (student initials/mark in boxes) | | | | | | | | | |
| **Initials of Person Completing Assessment** | | | | | | | | | |

**Comments:**

# DRS Work Adjustment Training (WAT) Monthly Time Sheet

Student Name: ______________________________ School/Provider: ___________________________
Job Site(s)/Date(s): ___________________________________________________________________

**Month** _______________ **Year** ___________

| | | | | |
|---|---|---|---|---|
| **Date:** | **Date:** | **Date:** | **Date:** | **Date:** |
| **In:** ____<br>**Out:** ____<br>**Hours:** ____ | **In:** ____<br>**Out:** ____<br>**Hours:** ____ | **In:** ____<br>**Out:** ____<br>**Hours:** ____ | **In:** ____<br>**Out:** ____<br>**Hours:** ____ | **In:** ____<br>**Out:** ____<br>**Hours:** ____ |
| **Date:** | **Date:** | **Date:** | **Date:** | **Date:** |
| **In:** ____<br>**Out:** ____<br>**Hours:** ____ | **In:** ____<br>**Out:** ____<br>**Hours:** ____ | **In:** ____<br>**Out:** ____<br>**Hours:** ____ | **In:** ____<br>**Out:** ____<br>**Hours:** ____ | **In:** ____<br>**Out:** ____<br>**Hours:** ____ |
| **Date:** | **Date:** | **Date:** | **Date:** | **Date:** |
| **In:** ____<br>**Out:** ____<br>**Hours:** ____ | **In:** ____<br>**Out:** ____<br>**Hours:** ____ | **In:** ____<br>**Out:** ____<br>**Hours:** ____ | **In:** ____<br>**Out:** ____<br>**Hours:** ____ | **In:** ____<br>**Out:** ____<br>**Hours:** ____ |
| **Date:** | **Date:** | **Date:** | **Date:** | **Date:** |
| **In:** ____<br>**Out:** ____<br>**Hours:** ____ | **In:** ____<br>**Out:** ____<br>**Hours:** ____ | **In:** ____<br>**Out:** ____<br>**Hours:** ____ | **In:** ____<br>**Out:** ____<br>**Hours:** ____ | **In:** ____<br>**Out:** ____<br>**Hours:** ____ |

| | | |
|---|---|---|
| **Total Days Present:** ____ | **Total School Days in Month:** ____ | **Percent of School Days Present:** ____%<br>***(Days present divided by School days)*** |

Option 1
**If month has 10 or more school days, and student is there 61% or more of school days, Amount Billing $____**

Option 2
**If month has 10 or more school days, and student is there 60% or fewer of the school days,**
**Percent of School Days Present: ______% x (either $125, 250, or 375) = Amount Billing $_________**

Option 3: **If month has fewer than 10 school days, # of days present ______ x daily prorated amount of either ($6.25, $12.50, or $18.75) per day = Amount Billing $_________**

| | | | |
|---|---|---|---|
| **Student Signature** | | **Date:** | |
| **Work Adjustment Coordinator Signature** | | **Date:** | |

**NOTE: If the above student is not being credited with work adjustment hours, see the explanation checked below.**

- ☐ **Student was unable to participate due to excessive absences.**
- ☐ **Student was unable to participate at this time due to unacceptable employment behaviors.**
- ☐ **Student is no longer enrolled in the program.**
- ☐ **Student is not authorized for Work Adjustment Training for the next month(s).**

**Signature:**

**Email:** rsansom@okdrs.gov

INFORMATION TECHNOLOGY SERVICE AGREEMENT

This Service Agreement is entered into on this 1st day of July, 2021 by and between the Board of Regents of the University of Oklahoma, Health Sciences Center on behalf of the Digital Communications Service Unit ("University"), and Independent School District No. 29 of Cleveland County, Oklahoma a/k/a Norman Public Schools ("Organization").

Whereas, the Organization desires University to provide certain services, and

Whereas, University is uniquely situated to assist Organization in the provision of some of those services, as described below.

Now, therefore, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

1. University will provide only the applicable services, as requested by the Organization ("Services"), for the referenced price. A full listing of all available Services and the referenced prices is attached as Exhibit A. University will provide the Services in accordance with Exhibit C, as attached, IT Services – Roles and Responsibilities.

2. Organization agrees to:
   i) Maintain a level of security that is commensurate with the risk and magnitude of the harm that could result from the loss, misuse, disclosure or modification of the information contained on their system with the highest sensitivity levels.
   ii) Comply with the University's IT Services - Terms And Conditions Of Use as described in Exhibit B attached.
   iii) Not create, receive, maintain, or transmit Protected Health Information (PHI) for the University unless a HIPAA Business Associate Agreement is established between the University and the Organization.
   iv) Designate a technical Point of Contact for computer systems and communicate the name, address, phone number and e-mail of the Point of Contact to IT-Operations@ouhsc.edu.

3. University will invoice Organization monthly for the services required by Organization and performed by University. Organization will pay University within twenty-five (25) days of receipt of invoice from the Department of Telecommunications. Checks will be made payable to University of Oklahoma Health Sciences Center and sent to University of Oklahoma Health Sciences Center, Department of Telecommunications, PO Box 26901, URP 865-560, Oklahoma City, OK 73126-0901.

4. Organization agrees that timely payment of invoices for Services rendered by University is a necessity for University to continue providing Services to Organization. If Organization fails to pay any undisputed invoice within twenty-five (25) days from the date on the invoice, Organization shall pay as applicable, in addition to such amount, interest on such amount at the rate of 1 ½ percent or the maximum amount allowed by applicable law, per month from the date on which it was due until paid. Organization will receive a notice for monies past due when ninety (90) days delinquent. If Organization fails to pay University within thirty (30) days of receipt of this

delinquency notice, this Agreement and University's Services may terminate immediately. University has the right upon termination to collect all undisputed payments owed to it within ten (10) days from the termination date. Organization will be responsible for all costs necessary to collect monies due to the University including but not limited to litigation expenses, attorney's fees, departmental and collection agency fees and expenses. The amounts payable hereunder shall be in addition to, and not in limitation of, other remedies available under this Agreement by law.

5. The term of this Agreement shall be from July 1, 2021 to June 30, 2022.

6. Either party may terminate the Agreement upon thirty (30) days' written notice to the other party. Either party may terminate this Agreement upon written notice in the event of material breach of this Agreement, and failure by the breaching party to cure such breach within ten (10) days of receiving notice from the non-breaching party. In the event of early termination, payments will be made by Organization for all work performed by University up to the date of termination and will include any non-cancelable obligations incurred by University in connection with this Agreement.

7. Organization shall indemnify, defend and hold harmless University, its employees, and agents from and against any and all liability, claims, demands, causes of action, judgment, costs, expenses including attorney fees and court costs and all losses and damages for bodily injury, death, and property damage arising from or related to any negligent or intentional acts or omissions of the Organization, its employees, agents, and subcontractors arising out of or related to this Agreement. University shall not be held liable for any liability arising from any manufacturing or transportation defects of provided equipment herein or its use or misuse by Organization or Organization's employees, officers, agents, customers or affiliates. University shall be responsible only for its own negligent and intentional acts and omissions with the University's liability governed by the terms of the Oklahoma Governmental Tort Claims Act, 51 Okl. St. §§ 151 et seq.

8. The validity, construction, and enforcement of this Agreement and all disputes that may arise in connection with its performance shall be governed by the laws of the State of Oklahoma without regard to its choice of law provisions. Any legal action relating in any manner to the subject matter of this Agreement shall be filed in a court of competent jurisdiction in the State of Oklahoma, to which jurisdiction and venue the parties expressly agree.

**As applicable, the provisions of Executive Order 11246, as amended and as supplemented in Department of Labor regulations (41 CFR Part 60-1.4(a), 60-300.5(a) and 60-741.5(a) et. seq.), are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The parties represent that all services are provided without discrimination on the basis of race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability, political beliefs, or veteran's status; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, 38 U.S.C. §4212.**

9. This Agreement does not confer upon Organization any right to use the name, mark or logo of University.

Such use shall be governed by other applicable agreements between the parties, including without limitation, that certain Trademark License Agreement by and between Organization and University.

10. Any equipment that belongs to or is purchased by the University that is utilized in carrying out the purposes of this Agreement will remain the property of the University. Upon termination of the Agreement, for any reason, the University may request the return of or retrieve such equipment. Organization assures notification of the University prior to relocation or substantial alteration of such equipment.

11. University is self-insured in accordance with the terms of the Oklahoma Governmental Tort Claims Act.

12. The performance by either party hereunder shall be excused to the extent of unforeseen circumstances beyond such party's reasonable control, including, but not limited to: National Weather Service forecasted weather events, hurricanes, tsunami, floods, ice storms, lightning, landslide or similarly cataclysmic occurrence, or other acts of God; extended power outages; epidemics, pandemics, or related outbreaks if declared by the World Health Organization or federal government; county, state, or national declaration(s) of emergency as issued by an authorized government entity; war, acts of terrorism, or acts of public enemies; sabotage, riots or civil disturbances; or material destruction of facilities. In such event, the parties shall be excused from performing an obligation or undertaking provided for in this Agreement, and the period for the performance of any such obligation or undertaking shall be extended for a period equivalent to the period of actual delay; provided, however, if performance is not restored within one hundred and twenty (120) days, either party may terminate this Agreement.

13. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument. Delivery of an executed Agreement by facsimile or other electronic transmission shall be as effective as delivery of an original executed counterpart of this Agreement.

14. This Agreement constitutes the entire Agreement between the parties regarding the subject matter hereof and supersedes any prior oral or written discussions, agreements, or negotiations. This Agreement may only be amended by written agreement signed by both parties. The persons signing this Agreement represent that they have full authority to do so and that their signatures shall bind the parties for which they sign.

Agreed and Accepted:

Board of Regents of the
University of Oklahoma,
Health Sciences Center

______________________________

Scott B. H. Davis Date
Associate Director
Office of Research Administration
865 Research Parkway, URP865-450
Oklahoma City, OK 73104
HSCORA@ouhsc.edu

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

______________________________

Authorized Signature Date
Print Name: ______________________

## Exhibit A

| | SERVICE CATEGORY | DESCRIPTION | PROVIDER | FY19 UNIT PRICE | UNIT | FREQUENCY |
|---|---|---|---|---|---|---|
| | **Data Center Co-Location** | | | | | |
| | Offers a secure Data Center hosting environment that features redundant power and cooling, scalable rack space, as well as escorted physical access to your equipment. Co-location is available for most rack mountable equipment, including servers, storage, network and firewall devices. Racks are included. | | | | | |
| | Data Center Co-location | Per Rack Unit | OU IT SHARED SVCS | $18.50 | PER RACK | MONTHLY |
| X | | Pre Rack Unit Affiliate Utility Surcharge | OU IT SHARED SVCS | $29.00 | PER RACK | MONTHLY |
| | | Per Equipment Installation Charge | OU IT SHARED SVCS | $99.00 | EACH | ONE-TIME |
| | **Data Center Networking & Security** | | | | | |
| | OU IT Shared Services Data Centers offers a full suite of specialized, high-performance data center network and security infrastructure including firewalls, routers, switches and web application load balancing. | | | | | |
| | Data Center Networking & Security | University - 1GB Port (Copper) | OU IT SHARED SVCS | $36.50 | PER PORT | MONTHLY |
| | | University - 1GB/10 GB Port (Copper) | OU IT SHARED SVCS | $40.50 | PER PORT | MONTHLY |
| | | University - 10 GB Port (Fiber) | OU IT SHARED SVCS | $43.50 | PER PORT | MONTHLY |
| X | | Affiliate - 1GB Port (Copper) | OU IT SHARED SVCS | $41.00 | PER PORT | MONTHLY |
| | | Affiliate - 1GB/10 GB Port (Copper) | OU IT SHARED SVCS | $45.00 | PER PORT | MONTHLY |
| | | Affiliate - 10 GB Port (Fiber) | OU IT SHARED SVCS | $48.00 | PER PORT | MONTHLY |
| | | Loadbalanced Virtual IP | OU IT SHARED SVCS | $43.50 | EACH | MONTHLY |
| | **Data Protection Enterprise Backup** | | | | | |
| | **A** fully managed service with built-in off-site data replication between two OU IT Shared Services data centers. This service includes one daily synthetic-full backup, various retention options up to 60 days, a daily job monitor report, and assistance meeting your organizations recovery point and time objectives. | | | | | |
| | Data Protection Enterprise Backup | University - 15 Day Recovery | OU IT SHARED SVCS | $0.25 | PER GB | MONTHLY |
| | | University - 30 Day Recovery | OU IT SHARED SVCS | $0.35 | PER GB | MONTHLY |
| | | University - 45 Day Recovery | OU IT SHARED SVCS | $0.45 | PER GB | MONTHLY |
| | | University - 60 Day Recovery | OU IT SHARED SVCS | $0.55 | PER GB | MONTHLY |
| X | | Affiliate - 15 Day Recovery | OU IT SHARED SVCS | $0.26 | PER GB | MONTHLY |
| X | | Affiliate - 30 Day Recovery | OU IT SHARED SVCS | $0.36 | PER GB | MONTHLY |
| | | Affiliate - 45 Day Recovery | OU IT SHARED SVCS | $0.46 | PER GB | MONTHLY |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | Affiliate - 60 Day Recovery | OU IT SHARED SVCS | $0.56 | PER GB | MONTHLY |

**Data Storage Archive**

Data storage archive is a means of maximizing storage dollars by allowing the opportunity to move long-term storage of files and other data that is not accessed regularly (opened or changed) into an enterprise storage solution purpose-built for file storage. The data will continue to be readily available for use whenever it should be needed. Data storage archive uses a highly redundant underlying technology to eliminate the need for additional for-fee backup services and is hosted using the lowest tier/slowest speed storage on the Shared Services platform.

| | | | | | | |
|---|---|---|---|---|---|---|
| | Data Storage Archive | University - Per GB Replicated | OU IT SHARED SVCS | $0.05 | PER GB | MONTHLY |
| | | Affiliate - Per GB Replicated | OU IT SHARED SVCS | $0.06 | PER GB | MONTHLY |

**Data Storage (SAN)**

Is a high performance (SSD), secure, redundant storage solution for physical and virtual servers located in the OU IT Shared Services Data Centers. Combine with our data center support, Data Protection services, and disaster recovery capabilities to help ensure the availability and integrity of your critical data and files. Additional options for replication across multiple Data Centers can augment storage resiliency and redundancy. Priced by net-used space in 1GB increments, Data Storage (SAN) saves cost over maintaining your own SAN.

| | | | | | | |
|---|---|---|---|---|---|---|
| | Data Storage (SAN) | University - Flash SSD Per GB | OU IT SHARED SVCS | $0.10 | PER GB | MONTHLY |
| X | | Affiliate - Flash SSD Per GB | OU IT SHARED SVCS | $0.11 | PER GB | MONTHLY |

**File Storage (NAS)**

Offers a secure, state-of-the-art clustered storage system for your unstructured data and files (e.g., MS Office files, video, images, PDFs, archives, etc.), similar to Windows or Linux file shares that are typically organized by teams and departments. This service features a robust distributed file-system utilizing high-speed networking for faster access and enables your team or department to store and access files using Windows, Mac OSX, or Unix/Linux operating systems while on your network (or via remote access to your network).

| | | | | | | |
|---|---|---|---|---|---|---|
| | Data Storage File (NAS) | University - Per GB | OU IT SHARED SVCS | $0.08 | PER GB | MONTHLY |
| X | | Affiliate - Per GB | OU IT SHARED SVCS | $0.09 | PER GB | MONTHLY |

**Sync & Share**

Is a service using the OU private cloud that provides syncing and sharing of files stored in the campus enterprise data center with computers, mobile devices, and web environments. OU Sync & Share offers an easy way of sharing files without having to move your content to a ‘special folder’ and keeps file changes in sync across all devices in real time so documents are always updated and available.

| | | | | | | |
|---|---|---|---|---|---|---|
| | Data Storage File Sync & Share | University - First 15 GB | OU IT SHARED SVCS | NO CHARGE | EACH | MONTHLY |
| | | Affiliate - First 15 GB | OU IT SHARED SVCS | $5.00 | EACH | MONTHLY |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | University - Additional 15GB of Storage | OU IT SHARED SVCS | $3.50 | EACH | MONTHLY |
| | | Affiliate - Additional 15GB of Storage | OU IT SHARED SVCS | $3.65 | EACH | MONTHLY |
| **Database as a Services (DaaS)**<br><br>OU IT Shared Services offers a managed service, on a pay-per-usage basis, that provides on-demand access to a database for the storage of application data. OU IT Shared Services offers two separate solutions, Oracle and SQL. | | | | | | |
| | Database as a Service (Based on License Eligibility) | Oracle Shared RAC Environment | OU IT SHARED SVCS | $66.67 | EACH | MONTHLY |
| | | Oracle Dedicated RAC Environment | OU IT SHARED SVCS | $133.33 | EACH | MONTHLY |
| | | Oracle Additional 4GB RAM | OU IT SHARED SVCS | $33.33 | EACH | MONTHLY |
| | | Oracle RAC Environment | OU IT SHARED SVCS | $33.33 | PER GB | MONTHLY |
| | | Oracle RAC Environment Setup | OU IT SHARED SVCS | $1,500.00 | EACH | ONE-TIME |
| | | Oracle RAC Support Service | OU IT SHARED SVCS | $322.50 | EACH | MONTHLY |
| | | SQL Server Shared Environment | OU IT SHARED SVCS | $170.00 | EACH | MONTHLY |
| | | SQL Server Dedicated Environment | OU IT SHARED SVCS | $410.00 | EACH | MONTHLY |
| | | SQL Server Additional 4GB RAM | OU IT SHARED SVCS | $102.50 | EACH | MONTHLY |
| **Dedicated Compute Nodes**<br><br>OU IT Shared Services provides the framework to pool computing resources of dedicated servers and allocate it among Virtual Machines, scaling the underlying capacity of your dedicated cluster. | | | | | | |
| | Dedicated Compute Nodes | Custom: Hardware + Hosting Charges + VMWare License | OU IT SHARED SVCS | CUSTOM QUOTE | EACH | MONTHLY |
| **Professional Services**<br><br>Our professionals can assist with a variety of for-fee support services, including data center installation, server administration and patching, security monitoring, remote-hands support, advanced monitoring and alerting, and custom subject matter expertise support. | | | | | | |
| | Professional Services | Labor: Server Management Support Package | OU IT SHARED SVCS | $75.00 | PER | MONTHLY |
| | | Labor: Hourly Business Hours | OU IT SHARED SVCS | $75.00 | PER HOUR | ONE-TIME |
| | | Labor: Non-Business Hours/Expedited | OU IT SHARED SVCS | $112.50 | PER HOUR | ONE-TIME |
| **SSL Certificates**<br><br>SSL Certificates are small data files that digitally bind a cryptographic key to an organization’s details. | | | | | | |
| | SSL Certificates | SSL Certificate One Year Renewal | OU IT SHARED SVCS | $10.00 | EACH | ONE-TIME |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | SSL Certificate Two Year Renewal | OU IT SHARED SVCS | $10.00 | EACH | ONE-TIME |

**Team Collaboration Sites**

OU IT Shared Services offers a web-based collaboration platform using Microsoft SharePoint that incorporates document management, sharing, editing and workflow, shared calendars and task lists, as well as functions for managing collaborative site content, personalization and more.

| | | | | | | |
|---|---|---|---|---|---|---|
| | Team Collaboration SharePoint Site | Sharepoint Site up to 10 GB content | OU IT SHARED SVCS | NO CHARGE | EACH | MONTHLY |
| | | Sharepoint Site Additional 1 GB content | OU IT SHARED SVCS | $1.00 | PER GB | MONTHLY |

**Virtual Desktop**

OU IT Shared Services provides virtual desktops through OU IT Shared Services virtual platform technology solutions.

| | | | | | | |
|---|---|---|---|---|---|---|
| X | Virtual Desktop on Shared VMWare VDI Cluster | Pooled (non-persistent) 100GB | OU IT SHARED SVCS | $30.00 | EACH | MONTHLY |
| | | Pooled (non-persistent) 100GB with GPU | OU IT SHARED SVCS | $55.00 | EACH | MONTHLY |
| | | Pooled (non-persistent) 200GB | OU IT SHARED SVCS | $40.00 | EACH | MONTHLY |
| | | Pooled (non-persistent) 200GB with GPU | OU IT SHARED SVCS | $65.00 | EACH | MONTHLY |
| | | Pooled (non-persistent) 300GB | OU IT SHARED SVCS | $50.00 | EACH | MONTHLY |
| | | Pooled (non-persistent) 300GB with GPU | OU IT SHARED SVCS | $75.00 | EACH | MONTHLY |
| | | Dedicated (persistent) 100GB | OU IT SHARED SVCS | $45.00 | EACH | MONTHLY |
| | | Dedicated (persistent) 100GB with GPU | OU IT SHARED SVCS | $70.00 | EACH | MONTHLY |
| | | Dedicated (persistent) 200GB | OU IT SHARED SVCS | $65.00 | EACH | MONTHLY |
| | | Dedicated (persistent) 200GB with GPU | OU IT SHARED SVCS | $90.00 | EACH | MONTHLY |
| | | Dedicated (persistent) 300GB | OU IT SHARED SVCS | $85.00 | EACH | MONTHLY |
| | | Dedicated (persistent) 300GB with GPU | OU IT SHARED SVCS | $110.00 | EACH | MONTHLY |
| | | Additional RAM Per GB | OU IT SHARED SVCS | $1.00 | PER GB | MONTHLY |

**Virtual Server Hosting**

Virtual Server Hosting provides software-based servers on shared or dedicated compute nodes hosted in the OU IT Shared Services private cloud spanning our state-of-the-art data centers at the Norman, OKC, and Tulsa campuses. More flexible and efficient than physical servers, virtual servers can quickly scale resources such as CPU, memory, and storage as needed to meet the requirements of your application(s).

| | | | | | | |
|---|---|---|---|---|---|---|
| X | Virtual Server on Shared VMWare Cluster | Base Virtual Server on Shared Cluster | OU IT SHARED SVCS | $55.00 | EACH | MONTHLY |
| | | VM Resource Enhancement Level Add to Base | OU IT SHARED SVCS | $15.00 | EACH | MONTHLY |
| | VMWare Performance Monitoring License | Add Performance Monitoring License | OU IT SHARED SVCS | $11.50 | PER VM | MONTHLY |

| | | | | | | |
|---|---|---|---|---|---|---|
| | VMWare ESX+ ELA License Rebill per Processor | VMWare ELA Use outside of Shared Services | OU IT SHARED SVCS | | PER PROC | MONTHLY |
| | | | | | | |
| | VPN Tunnels | Initial Setup of VPN Tunnel | OU IT SHARED SVCS | $250.00 | EACH | ONE-TIME |
| | | Labor: Modifications/Disconnects of VPN | OU IT SHARED SVCS | $75.00 | PER HOUR | ONE-TIME |

**Voice & Telephony Services**

OUHSC IT provides a full-spectrum of voice services for the Oklahoma Health Center at the Oklahoma City campus including WAN-connected locations throughout the State. Services utilize the robust enterprise Avaya platform and include dial-tone, long-distance, 800 services, voice mail, analog, digital, VOIP, and Wifi lines and instruments, e911 location services and many more. Our technicians have extensive experience with both voice infrastructure and field installations in life-safety, critical-care, and office environments.

| | | | | | | |
|---|---|---|---|---|---|---|
| | Phone Station Rates | Basic Campus Phone | OUHSC IT | $5.00 | EACH | MONTHLY |
| X | | Basic Campus Phone - Leased | OUHSC IT | $5.00 | EACH | MONTHLY |
| | | Direct Number (DID) Phone | OUHSC IT | $20.00 | EACH | MONTHLY |
| | | Hospital Patient Room | OUHSC IT | $17.00 | EACH | MONTHLY |
| | WiFi Phone Rates | Activation and Setup of Customer Owned WiFi | OUHSC IT | $30.00 | EACH | ONE-TIME |
| | | Affiliate WiFi Phone Utilization Charge | OUHSC IT | $6.00 | EACH | MONTHLY |
| | Spectralink WIFI Lease (Campus Existing Renewals Only) | Basic Extension Phone | OUHSC IT | $31.00 | EACH | MONTHLY |
| | | Direct Number (DID) Phone | OUHSC IT | $36.00 | EACH | MONTHLY |
| X | Enhanced Phone Features | Voice Mailbox | OUHSC IT | $5.00 | EACH | MONTHLY |
| | | Announcement | OUHSC IT | $5.00 | EACH | MONTHLY |
| | | Auto Attendant w/Announce | OUHSC IT | $12.00 | EACH | MONTHLY |
| | | Softphone License & Activaiton | OUHSC IT | $25.00 | EACH | ONE-TIME |
| | | Call Appearance | OUHSC IT | $3.00 | EACH | MONTHLY |
| | | Follow Me Mobility (EC500) Activation Fee | OUHSC IT | $25.00 | EACH | ONE-TIME |
| | | Call Recording Executive Monthly | OUHSC IT | $25.56 | EACH | MONTHLY |
| | | Call Recording Executive Activation | OUHSC IT | $40.00 | EACH | ONE-TIME |
| | | Call Recording Bulk Monthly | OUHSC IT | $30.00 | EACH | MONTHLY |
| | | Call Recording Bulk Activation | OUHSC IT | $40.00 | EACH | ONE-TIME |
| | | Group Paging | OUHSC IT | $5.00 | EACH | MONTHLY |
| | | Overhead Paging | OUHSC IT | $5.00 | EACH | MONTHLY |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | Hunt Group | OUHSC IT | $5.00 | EACH | MONTHLY |
| | | Custom Number/Name | OUHSC IT | $11.00 | EACH | MONTHLY |
| | | Music On Hold | OUHSC IT | $40.00 | EACH | MONTHLY |
| | Automated Call Distribution | Automated Call Distribution Per Agent ID | OUHSC IT | $5.00 | EACH | MONTHLY |
| | | Automated Call Distribution (ACD) Customer | OUHSC IT | $25.00 | EACH | ONE-TIME |
| | | Console Management Software Access (CMS) | OUHSC IT | $25.00 | EACH | MONTHLY |
| | Long Distance & Toll Charges | National | OUHSC IT | $0.07 | PER | ONE-TIME |
| | | International | OUHSC IT | COST PLUS UP | COST + | ONE-TIME |
| | | 800/WATS | OUHSC IT | $0.07 | PER | ONE-TIME |
| | | Collect & Third Party | OUHSC IT | COST PLUS UP | COST + | ONE-TIME |
| | Desk & Conference Phone Equipment Purchases | Authorized Phones (see Service Catalog) | OUHSC IT | COST PLUS UP | COST + | ONE-TIME |
| | | VOIP 9608G Desk Phone | OUHSC IT | $8.39 | EACH | MONTHLY |
| | | VOIP B189 Conference Room Phone | OUHSC IT | $47.68 | EACH | MONTHLY |
| | | Digital 1408 Desk Phone | OUHSC IT | $6.45 | EACH | MONTHLY |
| | | Digital 1416 Desk Phone | OUHSC IT | $7.95 | EACH | MONTHLY |
| | | Digital 2420D Desk Phone | OUHSC IT | $12.00 | EACH | MONTHLY |
| | WEBEX Conferencing | OUHSC Scheduler | OUHSC IT | $15.00 | EACH | MONTHLY |
| | | Affiliate Scheduler | OUHSC IT | $25.00 | EACH | MONTHLY |
| | Labor: Telecom Technician | Regular Business Hours | OUHSC IT | $45.00 | PER HOUR | ONE-TIME |
| | | Non-Business Hours/Expeditied | OUHSC IT | $65.00 | PER HOUR | ONE-TIME |
| | Labor: Programming, Studies & Reports | Regular Business Hours | OUHSC IT | $25.00 | EACH | ONE-TIME |
| | Labor: Email Mailbox Restoration | Ad-Hoc Restore Individual Email from existing | OUHSC IT | $250.00 | EACH | ONE-TIME |
| | Labor: Station Disconnect Fee | Station Disconnect Programming Fee | OUHSC IT | $5.00 | EACH | ONE-TIME |
| | Labor: Bulk Station Disconnects | Station disconnects imported from file | OUHSC IT | $45.00 | EACH | ONE-TIME |
| | Customer Premise Equipment | Equipment and Supplies | OUHSC IT | COST PLUS UP | COST + | ONE-TIME |
| | Dedicated Circuit Service | Outside Vendor | OUHSC IT | COST PLUS UP | COST + | MONTHLY |
| | | Campus Vendor Installation | OUHSC IT | $600.00 | EACH | ONE-TIME |
| | | Campus Vendor Monthly Charge | OUHSC IT | $20.00 | EACH | MONTHLY |
| | Cable Pairs | 2 Wire Cable Pair Unconditioned | OUHSC IT | $2.00 | EACH | MONTHLY |

| | | | | | | |
|---|---|---|---|---|---|---|
| | Voice & Data Combo Drop | Temporary (CAT 5E) Materials | OUHSC IT | $45.00 | EACH | ONE-TIME |
| | | Temporary (CAT 5E) Labor | OUHSC IT | $40.00 | EACH | ONE-TIME |
| | | CAT 6 (Up To 25 Drops Per Order) | OUHSC IT | $325.00 | EACH | ONE-TIME |
| | | CAT 6A (Up To 25 Drops Per Order) | OUHSC IT | $400.00 | EACH | ONE-TIME |
| | | More Than 25 Drops Per Order | OUHSC IT | CUSTOM | EACH | ONE-TIME |
| | Directory Listings | Yellow Pages | OUHSC IT | COST PLUS UP | EACH | MONTHLY |
| X | | White Pages | OUHSC IT | $6.90 | EACH | MONTHLY |
| | Vendor to Campus Department Rebilling | Rebill of Solutions and Services to Departments | OUHSC IT | COST PLUS UP | EACH | TBD |

**Internet Services**

The University provides a wide range of internet services where The University or the requesting organization provides IT staff for support and the associated network infrastructure.

| | | | | | | |
|---|---|---|---|---|---|---|
| | Campus Network Connectivity - OUHSC | Campus Network Connectivity Fee | OUHSC IT | $22.77 | PER FTE | MONTHLY |
| | Campus Network Connectivity - Affiliates | Network Port Activation Charge | OUHSC IT | $25.00 | PER PORT | ONE-TIME |
| | | 1 T0 25 Ports | OUHSC IT | $25.00 | PER PORT | MONTHLY |
| | | 26+ Ports | OUHSC IT | CUSTOM | PER PORT | MONTHLY |
| | Wireless Access Point Equipment & Installation | Cisco Access Point | OUHSC IT | COST PLUS UP | COST + | ONE-TIME |
| | Public IP | Class C Subnet (Initial Order) | OUHSC IT | $15,000.00 | EACH | ANNUAL |
| | | Class C Subnet (Each Additional) | OUHSC IT | $2,500.00 | EACH | ANNUAL |
| | Affiliate Internet Service Connectivity | Affiliate Internet 3 MB | OUHSC IT | $375.00 | EACH | MONTHLY |
| | | Affiliate Internet 5 MB | OUHSC IT | $625.00 | EACH | MONTHLY |
| | | Affiliate Internet 10 MB | OUHSC IT | $1,250.00 | EACH | MONTHLY |
| | Custom/Other | Voice and Networking Projects | OUHSC IT | COST PLUS UP | EACH | ONE-TIME |
| | | Equipment Leasing | OUHSC IT | CUSTOM | EACH | TBD |
| | Digital Signage | Digital Signage Media Player Software License | OUHSC IT | $39.28 | EACH | MONTHLY |
| | | Digital Sign PC Imaging | OUHSC IT | $100.00 | EACH | ONE-TIME |

# Exhibit B

# IT Services - Terms and Conditions of Use

## Terms of Use

The University of Oklahoma Health Sciences Center (The University of Oklahoma or University) supports technologies to further its mission of research and instruction and to foster a community of shared inquiry. Organization must be cognizant of the rules and conventions that make these resources secure and efficient.

The use of University technologies is authorized to be used solely by affiliate (for the purposes of this Use Agreement, Affiliate is defined as a person(s) or Organization other than University Staff, Faculty, or Students that work in conjunction with the University's mission).

Organizations using University technologies do so subject to applicable laws and University Policies as published at http://www.ouhsc.edu/it/ and are subject to change without notice.

University reserves the right to suspend, limit, or reduce services at any time, without notice, during University systems maintenance, security incident investigation/mitigation or emergency. Further, University reserves the right to suspend or cancel services at any time, without notice, for violations by the Organization of these Terms and Conditions.

## Conditions of Use

- Organization shall not connect networking equipment to the University network backbone without the prior written authorization of the University. Networking equipment includes, but is not limited to, firewalls, routers, switches, wireless access points, bridges, repeaters, or hubs.

- Organization will not service, alter, change, or tamper with University equipment or cabling.

- Organization cannot sponsor or re-sell services to another entity without prior written permission from the University.

- Organization will install and keep current a licensed version of anti-virus software on each computing device connected to the University network.

- Organization is responsible for upgrades, patches and maintenance of all non-University computing equipment that connects to the University network.

- Organization must adhere to the University Acceptable Use of Information Systems Policy as published at http://www.ouhsc.edu/it/.

- Organization acknowledges that security and compliance are shared between Organization and Service Provider. The shared model extends to Information Technology controls, as well as the management, operation and verification of controls. The shared security model is described in detail, in Exhibit C.

- Organization is responsible for all long distance fees and any charges originated from the Organization's service line.

- Organization acknowledges that this Agreement pertains to voice, network, and/or computer hosting services. Any lease or purchase of equipment shall require a separate agreement.

# Exhibit C

# IT Services – Roles and Responsibilities

1. Records Privacy: Although Organization has contracted with The Universityto use Services for its business purposes, The Universityis not maintaining records for or on behalf of Organization. The Universityrecognizes that Organization is a private corporation or separate entity with the authority to keep its records and data it may store under this agreement confidential consistent with the law.

2. Services: The Universityshall provide Organization with, and Organization agrees to utilize: (i) the The UniversityIT selected services in Table 1. The Services and any systems provided by The Universitypursuant to this agreement are provided solely for the Organization. If such proposal is agreed to by the Parties, Organization shall pay all applicable Fees in accordance with the Exhibit A - Charge Rate Schedule.

   2.1. Services Management: The University shall provide the following Service Management functions to Organization under this agreement:

      2.1.1. Schedule change activities with the goal of minimizing interruptions to the Services;

      2.1.2. Monitor the Services for selective hardware alert conditions;

      2.1.3. Notify Organization of planned and ongoing changes to the Services that may reasonably have a material effect on Services;

      2.1.4. Provide Organization with prompt notification of any changes made by The Universityon an emergency basis;

      2.1.5. Publish and distribute to Organization, The University's scheduled outages for maintenance;

      2.1.6. Monitor Services performance;

      2.1.7. Establish a schedule for maintenance and for implementing modifications and enhancements to the Services so as to minimally impact availability of the system;

      2.1.8. Provide change management services in accordance with Information Technology Infrastructure Library (ITIL) practices for IT service management. Organization will test applications, validate, and document against new releases of Services in accordance with ITIL practices, unless otherwise mutually agreed upon by the Parties;

      2.1.9. With Organization's assistance, identify a services team comprised of both The University and Organization representatives whose role is to coordinate the Software service operations and support. The services team will be responsible for coordinating the support Services for Organization and will be Organization's primary interface to The University support structure. The University shall provide Organization with contact information, including, but not limited to, email addresses and phone numbers, for its Service Desk, See Appendix B;

      2.1.10. Provide maintenance support Services, including, but not limited to, the technical, administrative and management support as described in this section;

      2.1.11. Provide production support for Services, including, but not limited to, problem research and resolution (including, but not limited to, workarounds, error correction, fixes, recoveries, and repair of data), provided that, where errors arise from incorrect, improper, flawed use, or any other use of the Services not in conformance with The University and/or Service manufacturer's documentation, error correction may be subject to additional Fees at The University's then-current time and materials rate;

      2.1.12. Monitor and log Service messages and related problem resolution and escalation;

      2.1.13. Provide preventive maintenance on Services with escalation when needed (provided that, with respect to software and equipment owned, licensed or leased by Organization, such maintenance shall include only labor and shall not include the provision of upgrades, new releases, additional licenses or parts).

      2.1.14. Respond to service incidents and requests in a timely manner;

2.1.15. Resolve service incidents and requests in a timely manner;

2.1.16. Maintain as needed, the infrastructure, software, operating systems, and other components needed to provide the services outlined in Table 1, including periodic planned maintenance and unanticipated ad hoc emergency maintenance when required;

2.1.17. Perform annual Information Security Risk Assessment of the Services;

2.1.18. Document all changes to network segment, including access changes, in the S2 System of Record;

2.1.19. Provide the Organization with a Point of Contact for support of the Service; and

2.1.20. Provide emergency technical support, including but not limited to, after-hours coverage on an on-call basis.

2.2. Organization Services Management:

2.2.1 It is Organization's responsibility to make available the appropriate knowledgeable individual/individuals that can provide necessary information and testing of the restorative process in connection with any Critical Severity Incidents until resolution is achieved;

2.2.2 Organization understands and acknowledges that Services and usability of Services is shared amongst other Organizations, therefore Organization agrees to use Services in accordance with The University training, best practices or other designated guidelines. If Organization does not adhere to The University guidelines, Organization assumes all risk and liability relating to improper use of Services;

2.2.3 Unless expressly agreed to in separate contractual agreement between the parties, it is Organization's responsibility to secure any necessary third party licensing required in connection with the Services listed herein;

2.2.4 Organization will cause the appropriate Organization personnel to be trained in the use, support and management of all Services;

2.2.5 Organization will appoint an Information System Owner, for the effective support and operation of the Services and to ensure that the Organization responsibilities are performed, See Appendix B;

2.2.6 Organization will assist The University with performing incident investigation, diagnosis and remedial activities, as reasonably requested by The University; and

2.2.7 Organization shall formally notify The University ninety (90) days in advance as to any planned substantial system or network changes at the facility level that may result in a material data volume increase or changes to sources or destination of data. This would also include environmental changes such as relocating departments, equipment moves, construction, etc.

2.3. Roles and Responsibilities: The University and Organization, by execution of this agreement, enter into a shared responsibility model. Table 2 defines the roles and responsibilities of the University and Organization:

**Roles and Responsibilities**

| Description | University | Organization | Service Level Objectives | |
|---|---|---|---|---|
| | | | Response Time Objective (RTO) | Availability Time Objective (ATO) |
| Data Center Co-Location<br><br>Offers a secure Data Center hosting environment that features redundant power and cooling, scalable rack space, as well as escorted physical access to your equipment. Co-location is available for most rack mountable equipment, including servers, storage, network and firewall devices. Racks are included. | | | | |
| Install and keep current a licensed version of anti-virus software on each non-networking device connected to The University Network and resources | | X | (M-F, 8-5) 15 mins<br><br>4 hours | 99.95% |
| Vulnerability Scanning | X | | | |
| Vulnerability Remediation | | X | | |
| Data Center Network & Security<br><br>OU IT Shared Services Data Centers offers a full suite of specialized, high-performance data center network and security infrastructure including firewalls, routers, switches and web application load balancing. | | | | |
| Secure Network Architecture | X | | (M-F, 8-5) 15 mins<br><br>1 hour | 99.95% |
| Physical Network Port Configuration | X | | | |
| Datacenter Network Routing | X | | | |
| Virtual Network Configuration | X | | | |
| IP Address Management for Servers | X | | | |
| DNS Namespace Management | X | | | |
| Network Performance Monitoring and Support | X | | | |
| Vulnerability Scanning and Reporting | X | | | |
| Datacenter Firewall Management and Monitoring[1] | X | | | |
| Annual Data Center Firewall Review | | X | | |
| Data Center System Event Logging and Alerting | X | | | |
| SSL Certificate Management | X | | | |
| Physical Datacenter Security | X | | | |
| Data Protection Enterprise Backup | | | | |

[1] Access into data center firewalls will be permitted only after authorization from the designated Point of Contact

| | | | | |
|---|---|---|---|---|
| A fully managed service with built-in off-site data replication between two OU IT Shared Services data centers. This service includes one daily synthetic-full backup, various retention options up to 60 days, a daily job monitor report, and assistance meeting your organizations recovery point and time objectives. | | | | |
| Solution Design and Configuration | X | | (M-F, 8-5) 15 mins<br>1 hour | 99.95% |
| Solution Access Management | X | | | |
| Retention Policy Configuration and Management | X | | | |
| Agent/Endpoint Configuration and Management | X | | | |
| Data Backups | X | X | | |
| Data Restores | X | X | | |
| Business Impact Analysis | | X | | |
| Define Disaster Recovery and Business Continuity Plan | | X | | |
| Define Information System and Data Retention Requirements | | X | | |
| Data Storage Archive<br>Data storage archive is a means of maximizing storage dollars by allowing the opportunity to move long-term storage of files and other data that is not accessed regularly (opened or changed) into an enterprise storage solution purpose-built for file storage. The data will continue to be readily available for use whenever it should be needed. Data storage archive uses a highly redundant underlying technology to eliminate the need for additional for-fee backup services and is hosted using the lowest tier/slowest speed storage on the Shared Services platform. | | | | |
| Configure file storage access permissions only after authorized system of record request is received by Designated Support Team | X | | (M-F, 8-5) 15 mins<br>1 hour | 99.95% |
| Data Storage (SAN)<br>Is a high performance (SSD), secure, redundant storage solution for physical and virtual servers located in the OU IT Shared Services Data Centers. Combine with our data center support, Data Protection services, and disaster recovery capabilities to help ensure the availability and integrity of your critical data and files. Additional options for replication across multiple Data Centers can augment storage resiliency and redundancy. Priced by net-used space in 1GB increments, Data Storage (SAN) saves cost over maintaining your own SAN. | | | | |
| Configure storage replication as defined by Organization service request record | X | | (M-F, 8-5) 15 mins<br>1 hour | 99.95% |
| Coordinate with Organization to develop, document, and implement Organization Disaster Recovery Plans | X | | | |
| File Storage (NAS)<br>Offers a secure, state-of-the-art clustered storage system for your unstructured data and files (e.g., MS Office files, video, images, PDFs, archives, etc.), similar to Windows or Linux file shares that are typically organized by teams and departments. This service features a robust distributed file-system utilizing high-speed networking for faster access and enables your team or department to store and access files using Windows, Mac OSX, or Unix/Linux operating systems while on your network (or via remote access to your network). | | | | |
| Configure file storage access permissions only after authorized system of record request is received by Designated Support Team | X | | (M-F, 8-5) 15 mins<br>1 hour | 99.95% |
| Sync & Share<br>A service using the OU private cloud that provides syncing and sharing of files stored in the campus enterprise data center with computers, mobile devices, and web environments. OU Sync & Share offers an easy way of sharing files without having to move your content to a 'special folder' and keeps file changes in sync across all devices in real time so documents are always updated and available. | | | | |

| | | | | |
|---|---|---|---|---|
| Configure file access permissions in accordance with data security requirements. | | X | (M-F, 8-5) 15 mins<br>2 hours | 99.95% |
| **Database as a Service (DBaaS)**<br>OU IT Shared Services offers a managed service, on a pay-per-usage basis, that provides on-demand access to a database for the storage of application data. OU IT Shared Services offers two separate solutions, Oracle and SQL. | | | | |
| Solution Design and Configuration | X | | (M-F, 8-5) 15 mins<br>1 hour | 99.95% |
| Listener Configuration and Management | X | | | |
| Cluster Configuration and Management | X | | | |
| Performance Management | X | | | |
| Maintenance Plan Configuration and Management | X | | | |
| Database Administration | | X | | |
| Database Security Management | | X | | |
| Configure database for application and end user connectivity | | X | | |
| **Dedicated Compute Nodes**<br>OU IT Shared Services provides the framework to pool computing resources of dedicated servers and allocate it among Virtual Machines, scaling the underlying capacity of your dedicated cluster. | | | | |
| | | | (M-F, 8-5) 15 mins<br>1 hour | 99.95% |
| **Professional Services[2]**<br>Our professionals can assist with a variety of for-fee support services, including data center installation, server administration and patching, security monitoring, remote-hands support, advanced monitoring and alerting, and custom subject matter expertise support. | | | | |
| Collaborate with Organization to define a disaster recovery plan to include recovery time and recovery point objectives with the technical aspects of the Services | X | | N/A | N/A |
| Provide hardware support including ensuring the hardware is up-to-date with current security patches, as agreed upon in the Business Requirements | X | | | |
| Provide operating system support including ensuring the operating system is up-to-date with the current security patches, as agreed upon in the Business Requirements; | X | | | |
| Implement and enforce appropriate technical, administrative, and operational safeguards, as agreed upon in the Business Requirements | X | | | |
| Evaluate, and upon agreement, process maintenance service requests, including, but not limited to, logging, evaluation, prioritization, planning, estimating, scheduling and implementation of such requests | X | | | |
| Testing of Information System after updates have been applied; | | X | | |
| User administration and access to the Information System | | X | | |

[2] Professional Services require a documented Tenant Business Requirements document.

| | | | | |
|---|---|---|---|---|
| Implement appropriate technical, administrative and operational safeguards to protect the confidentiality, integrity, and availability of data as defined by organizational needs | | X | | |
| Furnish drawings, documents, reports, surveys, renderings, exhibits, models, prints, and other materials as required by the Organization and authorized by the University | X | | | |
| **<u>System Management</u>** | | | | |
| **Infrastructure Support** | | | | |
| Physical and Virtual Hardware Sizing and Procurement | X | | | |
| Physical and Virtual Hardware Configuration | X | | | |
| Physical and Virtual Hardware Support | X | | | |
| Hardware Firmware Updates | X | | | |
| Hardware Warranty Maintenance | X | | | |
| Hardware Refresh Planning and Implementation, every 48 months | X | | | |
| Operating System Support | X | | | |
| Operating System Configuration Baseline and Tuning | X | | | |
| Operating System Patching, including security and baseline patches | X | | | |
| Operating System Upgrade Planning and Implementation | X | | | |
| Operating System Security Hardening | X | | | |
| Operating System Vitals Monitoring | X | | | |
| Operating System Security Application (Antivirus) Support | X | | | |
| Operating System Security Application (Antivirus) Configuration | X | | | |
| Operating System Security Application (Antivirus) Patching | X | | | |
| Operating System Performance Management | X | | | |
| ESXi Host Configuration and Management | X | | | |
| Virtual Network Switch Configuration and Management | X | | | |
| Physical Storage and Datastore Configuration and Management | X | | | |
| vCenter Access Delegation | X | | | |
| VMWare Guest Configuration and Management | | X | | |
| **<u>Application Management</u>** | | | | |
| **Email/Webmail** | | | | |
| Administrative Mailbox Delegation | X | | | |
| Global Address Book Management | X | | | |
| Server Role Configuration and Management | X | | | |
| Protocol Configuration and Management | X | | | |
| Certificate Configuration and Management | X | | | |
| ActiveSync Configuration and Management | X | | | |

| | | | | |
|---|---|---|---|---|
| Autodiscover Configuration and Management | X | | | |
| Transport Rule Configuration and Management | X | | | |
| Server Database Configuration and Management | X | | | |
| Cluster Services Configuration and Management | X | | | |
| Exchange Major Upgrade Planning and Implementation | X | | | |
| Exchange Cumulative Upgrade Planning and Implementation | X | | | |
| Exchange Data Management, Backup and Recovery | X | | | |
| Administrative Mailbox Cleaning | X | | | |
| Mailbox and Transport Security Configuration and Management | X | | | |
| Attachment Rule Configuration and Management | X | | | |
| General Mailbox Functions (Add/Change/Delete) | | X | | |
| Advanced Mailbox Functions (Import/Aliasing); | | X | | |
| Managed Folder Policy Configuration and Management | | X | | |
| Legal Hold Management | | X | | |
| Distribution List Management | | X | | |
| **Spam Filtering** | | | | |
| Troubleshooting with Vendor | X | | | |
| Ruleset Tuning Implementation | X | | | |
| Solution Configuration and Management | X | | | |
| TLS Partner Configuration | X | | | |
| User Functionality Support (Quarantine Access and Usability) | X | | | |
| Rule list Tuning Research | | X | | |
| TLS Partner Coordination | | X | | |
| Desktop/Client Access Support | | X | | |
| **Two-Factor Authentication** | | | | |
| Protection Configuration and Management | X | | | |
| Protected Application Configuration | X | | | |
| Trusted Network Configuration and Management | X | | | |
| Access Policy Configuration and Management | X | | | |
| User Synchronization Configuration and Management | X | | | |
| Administrator Configuration and Management | X | | | |
| Telephony Credit Management | X | | | |
| Administrator Activations | X | | | |
| User Management (Account Locks/Unlocks/Resets) | | X | | |
| User Device Management (New/Change/Remove) | | X | | |
| User Education | | X | | |
| User Device Support | | X | | |

| | | | | |
|---|---|---|---|---|
| User Device Application Support | | X | | |
| **Mobile Device Management** | | | | |
| Solution Design | X | | | |
| Solution Configuration | X | | | |
| Solution Management | X | | | |
| Solution Access Delegation | X | | | |
| Organization Policy Management | | X | | |
| Organization Payload Management | | X | | |
| User Support (Account and Device) | | X | | |
| **Unified Communications** | | | | |
| Solution Design and Configuration | X | | | |
| Solution Upgrade Planning and Implementation | X | | | |
| Solution User Management | | X | | |
| Solution Health Monitoring | | X | | |
| User Support | | X | | |
| User/Device Connectivity Support | | X | | |
| **Domain Directory Services** | | | | |
| Directory Structure Design and Configuration | X | | | |
| Global Group Policy Configuration and Management | X | | | |
| Administrative Group Management | X | | | |
| Perform a periodic review of Service Provider account privileges | X | | | |
| Domain Trust Configuration and Management | X | | | |
| Sites and Services Configuration and Management | X | | | |
| Initial User Migration | X | | | |
| Initial User Connectivity | X | | | |
| Nested Structure Design and Configuration | | X | | |
| Nested Group Policy Configuration and Management | | X | | |
| Ongoing User Management (Add/Change/Remove) | | X | | |
| Group Management (Add/Change/Remove) | | X | | |
| Administrative Password Management | | X | | |
| **Identity Management** | | | | |
| Application Upgrade Planning and Implementation | X | | | |
| Solution Configuration and Management | | X | | |
| Solution Monitoring | | X | | |
| User Support | | X | | |
| Client Connectivity | | X | | |
| **Security Monitoring and Logging** | | | | |

| | | | | |
|---|---|---|---|---|
| Solution Design and Configuration | X | | | |
| Filter Design and Configuration | X | | | |
| Dashboard Design and Configuration | X | | | |
| Configuration on Target Information Systems | X | | | |
| Searching and Reviewing Logs as needed | X | | | |
| Counter Threat Appliance Configuration and Maintenance | X | | | |
| Security Monitoring Dashboard Access Delegation | X | | | |
| Configuration on Target Information Systems | X | | | |
| Searching and Reviewing Logs | | X | | |
| **Security** | | | | |
| Searching and Reviewing Logs as needed | X | | | |
| Vulnerability Scanning Solution Design | X | | | |
| Vulnerability Scanning Solution Configuration and Management | X | | | |
| Vulnerability Scanning Reporting Configuration and Management | X | | | |
| Vulnerability Scan Report Interpretation/Training | X | X | | |
| **Performance Monitoring** | | | | |
| Configuration on Target Information Systems | X | | | |
| Dashboard Configuration and Maintenance | X | | | |
| SSL Certificates<br>SSL Certificates are small data files that digitally bind a cryptographic key to an organization's details. | | | | |
| Monitoring and Renewal of non-wildcard SSL Certificates | | X | (M-F, 8-5) 15 mins<br>4 hours | 99.95% |
| Security and Configuration of Services Providing Content | | X | | |
| Configure SSL Encryption as Requested by Organization | X | | | |
| Team Collaboration SharePoint Site<br>OU IT Shared Services offers a web-based collaboration platform using Microsoft SharePoint that incorporates document management, sharing, editing and workflow, shared calendars and task lists, as well as functions for managing collaborative site content, personalization and more. | | | | |
| Patch and remediate flaws identified for the Services | X | | (M-F, 8-5) 15 mins<br>2 hours | 99.95% |
| Configure team collaboration access permissions only after authorized system of record request is received by Designated Support Team | X | | | |
| Ensure that team collaboration site content will not violate any applicable law, Policy or Standard | | X | | |
| Audit and maintain team collaboration site access permissions | | X | | |
| Provide training to end users on acceptable team collaboration site usage | | X | | |
| Virtual Desktop<br>OU IT Shared Services provides virtual desktops through OU IT Shared Services virtual platform technology solutions. | | | | |
| Patch and remediate flaws identified for the Services | X | | (M-F, 8-5) 15 mins | 99.95% |

| | | | | |
|---|---|---|---|---|
| Configure access permissions only after authorized system of record request is received by Designated Support Team | X | | 1 hour | |
| Provide VDI parent configuration in accordance with Organization requirements | | X | | |
| **Virtual Server Hosting**<br><br>Virtual Server Hosting provides software-based servers on shared or dedicated compute nodes hosted in the OU IT Shared Services private cloud spanning our state-of-the-art data centers at the Norman, OKC, and Tulsa campuses. More flexible and efficient than physical servers, virtual servers can quickly scale resources such as CPU, memory, and storage as needed to meet the requirements of your application(s). | | | | |
| Virtual Server Vulnerability Scanning | X | | 15 mins | 99.95% |
| Patch and remediate flaws within the Virtual Server infrastructure | X | | | |
| Patch and remediate flaws within the Virtual Server guest operating system and applications | | X | | |
| Manage and maintain anti-virus or anti-spyware applications on the guest operating system in accordance with Organization requirements | | X | | |
| Maintain the configuration of the Virtual Server infrastructure | X | | | |
| Maintain the configuration of the Virtual Server guest operating system, databases and applications | | X | | |
| Require encryption of all remote access sessions for Virtual Server administration consoles | X | | | |
| **Voice & Telephony Services**<br><br>OUHSC IT provides a full-spectrum of voice services for the Oklahoma Health Center at the Oklahoma City campus including WAN-connected locations throughout the State. Services utilize the robust enterprise Avaya platform and include dial-tone, long-distance, 800 services, voice mail, analog, digital, VOIP, and Wifi lines and instruments, e911 location services and many more. Our technicians have extensive experience with both voice infrastructure and field installations in life-safety, critical-care, and office environments. | | | | |
| | | | | 99.95% |
| **Internet Services**<br><br>The University provides a wide range of internet services where The University or the requesting organization provides IT staff for support and the associated network infrastructure. | | | | |
| Provide installation, configuration, and maintenance of The University network interfaces necessary for Service | X | | 15 minutes | 99.95% |
| Provide the Organization with a Point of Contact for support of the Service | X | | | |
| Provide emergency technical support, including but not limited to, after-hours coverage on an on-call basis | X | | | |
| Provide installation, configuration, and maintenance of The University network infrastructure providing Service | X | | | |
| Testing of Information System after updates have been applied | | X | | |
| User administration and access to the Information System | | X | | |
| Implement appropriate technical, administrative and operational safeguards to protect the confidentiality, integrity, and availability of data as defined by organizational needs | | X | | |

| | | | | |
|---|---|---|---|---|
| Implement encryption mechanisms for data in transit, commensurate with the Information System and Data Classification and other regulatory, organizational or contractual requirements | X | | | |
| Provide a topological drawing that illustrates the interconnectivity between both parties, including all components (e.g., firewalls, routers, switches, hubs, servers, encryption devices, and endpoint devices) | X | | | |
| Install and keep current a licensed version of anti-virus software on each non-networking device connected to The University Network and resources | | X | | |
| Vulnerability Scanning | X | | | |

2.4. <u>Service Levels:</u> The University shall provide general help desk telephone support to Organization between 8am – 5pm CST, with on-call support after general business operating hours. See Appendix C – Support Contacts.

a) Scope
   a. The University shall provide Service Level Response Time Objectives (RTO) and Availability Time Objectives (ATO) to Organization.
   b. Service Incidents, defined as a loss of access to or functionality of a service provided by the University, will be included in scope of the defined RTO and ATO.
   c. Service Requests, defined as a formal request from Organization for something to be provided or a standard change to be completed.

b) Incident Discovery and Reporting
   a. The University shall provide the following methods of reporting an Incident:
      i. System of Record Web Interface, to be used for low or moderate priority Incidents or Service Requests.
      ii. Service Desk Phone, to be used for high or critical priority incidents.

c) Response Time Objectives:
   a. For all Service Incidents, the University's goal is to respond and assign the incident within the Response SLA timeframe defined in Table 2 – Roles and Responsibilities.

d) Availability Time Objectives:
   a. For all Service Incidents, the University's goal is to resolve the incident within the Availability SLA timeframe defined in Table 2 – Roles and Responsibilities.

e) Prioritization
   a. The University has defined the following Priorities:
      i. Critical: University or Organization Mission Impacted
      ii. High: Majority of Organization Impacted
      iii. Moderate: Single Organization Department Impacted
      iv. Low: Single Organization User Impacted
   b. The Organization is responsible for:
      i. Submitting a Service Incident to The University at time of Incident; and
      ii. Selecting the appropriate priority based on the above defined priorities.

f) Maintenance
   a. The University conducts planned maintenance the third Sunday of each month. Scheduled maintenance is not included in the calculation of availability metrics.

g) Credits
   a. Should the University not provide the agreed upon ATO for a given year, the Organization is entitled to a one-time credit against monthly recurring charges based upon the following:
      i. Length of Service non-Availability
         1. 120 minutes to 240 minutes – 10% of monthly recurring charges
         2. 240 minutes to 480 minutes – 20% of monthly recurring charges
         3. 480 minutes to 960 minutes – 30% of monthly recurring charges

4. 960 minutes to 1,920 minutes – 40% of monthly recurring charges
5. Over 1,920 minutes – 50% of monthly recurring charges

h) Exclusions
   a. ATO credits:
      i. Are calculated after deducting all discounts and special pricing arrangements;
      ii. Excludes catastrophic events such as floods, fires, storms, chemical contamination, accidents or interruptions to the University infrastructure;

i) Service Level Review and Reporting
   a. Availability Time Reports will be provided by the University to the Organization, annually.
   b. The University is responsible for facilitating reviews of this agreement by the designated review owner:
      i. Designated Review Owner: Shad Steward
      ii. Previous Review Date:
      iii. Next Review Date:

2.4 Cybersecurity Incident Response and Reporting

2.4.1 Both parties shall:

2.4.1.1 Handle and report any security incident within the organization's network or subnets within the scope of this Agreement that could have an impact on the other as part of this interconnection. Reporting incidents will allow each party to determine if steps need to be taken to determine whether its network is at risk, has been compromised and to take appropriate security precautions.

2.4.1.2 Promptly report security incidents which reasonably constitute an actual threat to interconnected systems or networks.

2.4.1.3 Promptly notify the Information Security POC, at least within one business day, of discovery for any breach, unauthorized use or disclosure of sensitive or confidential data including electronic protected health information (ePHI).

2.4.1.4 Assist its partners with all incidents, breaches and investigations of sensitive or confidential data.

2.4.1.5 Be prepared to implement firewall rules to block inbound and outbound access for any information systems on the subnets within the scope of this Agreement that are determined to be sources of unauthorized access attempts, or the subject of any security events, such as malware, until the risk is remediated.

2.4.1.6 Disseminate critical intrusion detection alerts to respective counterparts for all subnets within the scope of this Agreement.

2.4.1.7 Share information system event or audit records/logs to the extent needed to enable the monitoring, analysis, investigation, and reporting of unlawful, unauthorized, or inappropriate information system activity to enable the actions of those inappropriate uses to be uniquely traced to the source for potential accountability and legal purposes only.

2.4.1.8 Acknowledge that failure to participate in Cybersecurity Incident Response and Reporting activities could result in immediate disconnect of services and/or agreement termination.

# PHYSICAL ACCESS PROCEDURES

## Emergency and Non-Emergency Physical Access

Physical data center access is strictly controlled and limited to escorted access to a pre-defined roster for the mutual security of all of our clients. We have established regular and escalated access procedures as follows:

- Our Regular Support Hours are: Monday-Friday, 7:30AM-5:30PM, following the published university holiday schedule.
- We offer prescheduled, planned (non-emergency) afterhours datacenter access scheduled in advance as needed.
- Our Extended Support Hours are: 24x7 for unplanned operational emergencies with a 2-hour maximum response time.

| Contact | Hours of Operation | Phone # |
|---|---|---|
| OU IT Shared Services Program Manager | Monday – Friday 7:30am – 5:30pm CST, following published university holiday schedule | 405-694-6318 office |
| OU IT Shared Services On-Call Service Desk | After normal business hours or for escalation | 405-325-5600 office |

**Technical Support Center**: If you require support please contact the OU IT Shared Services Service Desk at the phone number listed above.

**On-Site Visit Requests:** All Data Center tours must be scheduled through the OU IT Shared Services Program Manager. You must submit the On-Site Tour Request Form through email to the OU IT Shared Services Program Manager at jpike@ou.edu in full before access will be permitted. We require at least 24 hours notification for all on-site tours.

Upon arrival you could be required to provide personal photo identification and it will be checked against the Request Form submitted. You will sign in to the data center and will be escorted into the data center. When leaving, you will sign out of the data center. All visits to the data center are tracked through our sign-in log.

**After Hours On-Site Visits:** If you are in need of being on-site in the data center after normal business hours you must submit the On-Site Visit Request Form to the OU IT Shared Services On-Call. The Program Manager will schedule to have an OU IT Shared Services escort available to escort your personnel into the data center. We require at least 24 hours notification for all on-site visits.

**Emergency After Hours On-Site Visits:** If you have an emergency that arises with your equipment after normal business hours you can contact the On Call Number listed above, leave a voicemail with all pertinent information, the On Call staff member will be notified and you will receive a response within two (2) hours from the time the alert is received. The On Call staff member will inform you of the timeline of arriving at the facility, which will be within two (2) hours from the time the call is returned.

**Data Center Guidelines**

**1. Access to the Data Center is restricted to authorized personnel identified in the Data Center Access List. If access is required for individuals not on the list, OU IT Shared Services Program Manager must receive written permission via email from an authorized contact.**

**2. All personnel will be required to show photo ID and sign in and out of the Data Center upon each visit.**

**3. All vendors that require access to the Data Center will also be required to sign in and out of the Data Center. If the vendor is a client vendor, OU IT Shared Services must receive written permission via email from an authorized contact on the Data Center Access List.**

**4. Access in the Data Center is restricted to designated cabinets and equipment. No other access is allowed.**

5. **There will be no food, drink or tobacco allowed in the Data Center or OU IT Shared Services Room.**

6. **No children under the age of 18 are allowed in the Data Center.**

7. **All visitors must be accompanied by an authorized OU IT Shared Services staff member.**

## Sample On-Site Visit Request Email
## On-Site Tour Request Email

**The following should be copied into an email and completed in full.**

**To:** jpike@ou.edu

**Subject:** Data Center Tour Request

Company Name: ____________________________________________________________

Person submitting request: ____________________________________________________

Date/Time: __________________________________________________________________

**Note: If after hours or weekend visit, please make a note of that.**

Duration of Visit: ____________________________________________________________

List all persons that will be in the Data Center: ____(if you already know if not it will be collected at the time of sign in)______________________________________________________________________________________________
______________________________________________________________________________________________
______________________________________________________________________________________________
______________________________________________________________________________________________

Special requests or needs during your visit (i.e. - cable drop, engineering support, hardware, etc..)

______________________________________________________________________________________________
______________________________________________________________________________________________
______________________________________________________________________________________________
______________________________________________________________________________________________

**** OU IT Shared Services requires at least 24 hour notification for all on-site tour requests.**

**** Special Requests - We require at least 5 days notification on any special requests for scheduling purposes to allocate resources needed.**

**** Each person entering the data center will be required to sign in and to present photo identification that will be matched against the form submitted.**

# DESIGNATED SUPPORT TEAM

| CONTACT NAME | AUTHORIZER | CONTACT PHONE |
| --- | --- | --- |
| | | |
| | | |
| | | |
| | | |
| | | |

# SUPPORT CONTACTS

We have established support contacts and hours as follows:

| Service | Contact | Hours of Operation | Phone # | Emergency Outage Contact |
|---|---|---|---|---|
| Professional Services[3] | OU IT Service Desk | Monday – Friday 8:00AM-5:00PM CST | office 405-271-2203<br>e-mail: servicedesk@ouhsc.edu | PRIMARY<br>Shad Steward<br>Cell: 405-317-3121<br>e-mail: shad-steward@ouhsc.edu<br>SECONDARY<br>Chris Hodges<br>Cell: 405-990-2956<br>e-mail: chris-hodges@ouhsc.edu |
| SSL Certificates | | | | |
| Sync & Share | | | | |
| Team Collaboration SharePoint Site | OU IT After-Hours (Emergency Support) | Monday – Friday 5:00 pm – 8:00am CST<br>Saturday – Sunday | office 405-271-5332, Option 2<br>e-mail: it-operations@ouhsc.edu | |
| Internet Services | | | | |
| Voice & Telephony Services | OU IT Voice Services Support | Monday – Friday 8:00AM-5:00PM CST | office 405-271-5666 | |
| Data Center Co-Location | OU IT Service Desk | Monday – Friday 8:00AM-5:00PM CST | office 405-271-2203<br>e-mail: servicedesk@ouhsc.edu | PRIMARY<br>Amanda Little<br>Cell: 405-640-4585<br>e-mail: Amanda-little@ouhsc.edu |
| Data Center Network & Security | | | | |
| Data Protection Enterprise Backup | | | | |
| Data Storage Archive | | | | |
| Data Storage (SAN) | | | | |
| File Storage (NAS) | OU IT After-Hours (Emergency Support) | Monday – Friday 5:00 pm – 8:00am<br>Saturday – Sunday | Office 405-325-5600<br>e-mail: it-sharedservices-delivery@ou.edu | SECONDARY<br>Scott Dewitt<br>Cell: 405-401-7630<br>e-mail: scott-dewitt@ouhsc.edu |
| Database as a Service (DBaaS) | | | | |
| Dedicated Compute Nodes | | | | |

[3] Professional Services require a documented Tenant Business Requirements document.

| | | | | |
|---|---|---|---|---|
| Virtual Desktop | | | | |
| Virtual Server Hosting | | | | |

**ADDENDUM TO AIA DOCUMENT B101-2017**
**STANDARD FORM OF AGREEMENT BETWEEN**
**OWNER AND ARCHITECT**

This Addendum, entered into this ___ day of May, 2021, by and between **THE INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA,** hereinafter referred to as "Owner" and **MIDL ARCHITECTS, 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 on-call professional architectural services (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.

**3.1.3 Substituted.** *As soon as practicable after execution of each Supplemental Schedule, 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 Supplemental Schedule. 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.*

**3.1.8 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, interior design, IT infrastructure design, telecommunications infrastructure design, and FFE design.*

**3.2.6 Modified**. Add the following: *"Where Construction Management is the project delivery method, 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 Modified**. Add the following: *"Where Construction Management is the project delivery method, 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 Modified.** Add the following: *"Where Construction Management is the project delivery method, 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."*

**3.5.3 Deleted.**

**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 4.2.1 and 4.2.2,* any Additional Services provided in accordance with this Section 4.2 . . .".

**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.*"

**4.2.3 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.*

**4.2.4 Modified.** Delete reference to the initial 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, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services."*

**4.2.5 Deleted.**

**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.**

**6.5 Substituted.** *If at any time the Architect's or 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 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 lowest bid or where Construction Management At Risk is the project delivery method, 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 Architect or 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 Contract Sum or Guaranteed Maximum Price (GMP) has been established by competitive bidding and the Owner awards construction contract(s). If the Contract Sum or GMP is greater than the Estimate of the Cost of the Work, compensation shall be increased proportionately. If the Contract Sum or GMP is less than the estimate of the Cost of the Work, compensation shall be reduced proportionately.*

**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."*

**13.2.4 Add.** Addendum to Agreement of even date.
Supplemental Schedules

**INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA, A/K/A NORMAN PUBLIC SCHOOLS**

By: ______________________________
**Dirk O'Hara, President, Board of Education**

**"Owner"**

**MIDL ARCHITECTS, LLC**

By: ______________________________
**Cory S. Miller, Principal Architect**

**"Architect"**

# AIA® Document B101™ – 2017

## *Standard Form of Agreement Between Owner and Architect*

**AGREEMENT** made as of the 10th day of May in the year 2021
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:
*(Name, legal status, address and other information)*

Independent School District #29 (ISD-29) of Cleveland County, Oklahoma
d/b/a Norman Public Schools
131 S. Flood Avenue
Norman, OK 73069

and the Architect:
*(Name, legal status, address and other information)*

MIDL Architects, LLC.
PO Box 872
Norman, OK 73070
Telephone Number: (405) 512-9662

for the following Project:
*(Name, location and detailed description)*

Norman Public Schools - On-Call Services
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



**ARTICLE 1 INITIAL INFORMATION**

**§ 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.")*

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.

**§ 1.1.1** 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.)*

**§ 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.)*

**§ 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.)*

**§ 1.1.4** The Owner's anticipated design and construction milestone dates:

**.1** Design phase milestone dates, if any:

**.2** Construction commencement date:

**.3** Substantial Completion date or dates:

**.4** Other milestone dates:

**§ 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.)*

**§ 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.)*

**§ 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.)*

**§ 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.)*

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:
*(List name, address, and other contact information.)*

**§ 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:

**.2** Mechanical Engineer:

**.3** Electrical Engineer:

§ **1.1.11.2** Consultants retained under Supplemental Services:

§ **1.1.12** Other Initial Information on which the Agreement is based:

§ **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.

§ **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.

## 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.

§ **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 One Million Dollars ($ 1,000,000.00 ) for each occurrence and Two Million Dollars ($ 2,000,000.00 ) 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 ($ 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 Reserved.**

§ **2.5.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($ 1,000,000.00 ) per claim and One Million Dollars ($ 1,000,000.00 ) 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 polices 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. 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 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 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 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.

**§ 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 in accordance with Section 6.3.

**§ 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 update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 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 update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 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, 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 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of the Bid Notice, Instructions to Bidders, Bid Form, Bidding Requirements, proposed contact forms including general and supplemental conditions, Specifications and Drawings.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

**.1** facilitating the distribution of Bidding Documents to prospective bidders;

**.2** organizing and conducting a pre-bid conference for prospective bidders;

**.3** 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** 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.

**§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

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**§ 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 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, the 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 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 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** 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.

**§ 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, Contractor's as-built drawings in paper or PDF format, and in the latest version of CAD or Revit 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. 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** 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 | |
| **§ 4.1.1.8** 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 | |
| **§ 4.1.1.30** Other Supplemental Services | |

| Supplemental Services | Responsibility<br>*(Architect, Owner, or not provided)* |
|---|---|
| | |

**§ 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.)*

If the Owner desires any further information regarding the above items in Section 4.1, the Owner should request a description from the Architect; otherwise, the general descriptions as defined by the AIA will dictate.

**§ 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.)*

**§ 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.

**§ 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, any Additional Services provided in accordance with this Section 4.2 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 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.

**§ 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 issuance of Certificate of Occupancy, if required, 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.

**§ 4.2.5** If the services covered by this Agreement have not been completed within thirty-six ( 36 ) 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. 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 authorized to act on the Owner's behalf with respect to the Project. 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,

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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.

**§ 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.

## 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 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** 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.

**§ 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 Architect'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 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

- **.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. 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 Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

**§ 6.8** After Owner's approval of the Design Development Documents under Section 3.3.3, the Architect shall, as an Additional Service, make any project program, scope, or quality change due to owner's request, except as (1) necessitated under Section 6.5, Section 6.6.1, and Section 6.6.5 or (2) due to changes initiated by the Architect in scope, basic systems, the kinds and quality of materials, finishes, or equipment, or errors or omissions by the Architect or Architect's Consultants. Depending on the extent of the change, Architect shall negotiate with the owner for the compensation of the additional services based on (1) a stipulated sum, (2) percentage of the construction cost of the change, or (3) hourly charge not exceed rated as shown in 11.7.

## 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

### § 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 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. 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.

**§ 8.2.2** 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.

**§ 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.)*

[ X ] 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.

**§ 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.

**§ 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** 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 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.

**§ 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:

To Be Negotiated

**.2** Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

20% of the amount paid for services performed prior to termination under Section 9.7

§ **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.

§ **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.

§ **10.9** 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.

## ARTICLE 11 COMPENSATION

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

**.1** Stipulated Sum
*(Insert amount)*

**.2** Percentage Basis
*(Insert percentage value)*

Six percent (6 ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6, plus reimbursable expenses.

**.3** Other
*(Describe the method of compensation)*

**§ 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.)*

.1 Add 1% to Section 11.1 for Civil Engineer under Section 4.1.1.8
.2 Add 15% to actual consultant cost for Landscape Design under Section 4.1.1.9
.3 Any other additional services, stipulated sum or hourly with a not to exceed.

**§ 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.)*

Stipulated sum or hourly with a not to exceed.

**§ 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 fifteen percent ( 15 %), or as follows:
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

**§ 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. 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.

**§ 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.)*

| **Employee or Category** | **Rate ($0.00)** |
|---|---|
| Principal Architect | One Hundred Seventy-Five Dollars/Hr. ($175.00) |
| Associate Architect | One Hundred Sixty Dollars/Hr. ($160.00) |
| Interior Designer | One Hundred Fifty Dollard/Hr. ($150.00) |
| Project Manager | One Hundred Thirty-Five Dollars/Hr. ($135.00) |
| Intern Architect | One Hundred Ten Dollars/Hr. ($110.00) |
| Construction Administration | Ninety Dollars /Hr. ($90.00) |
| CADD | Eighty-Five Dollars/Hr. ($85.00) |
| Administrative | Seventy Dollars/Hr. ($70.00) |

**§ 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;
**.4** Postage, handling, and delivery;
**.5** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
**.6** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

*(Paragraph deleted)*

**.7** All taxes levied on professional services and on reimbursable expenses;
**.8** Site office expenses when approved in writing by the Owner;
**.9** Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
**.10** Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent ( 15 %) 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 Payments to the Architect**
**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of Zero Dollars ($ 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 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 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.)*

Ten percent (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 Contractor and all subcontractors employed by the Contractor 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

**.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.)*

**.3** Exhibits:
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

Init.

/

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
*(Insert the date of the E204-2017 incorporated into this agreement.)*

[ ] 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.)*

**.4** Other documents:
*(List other documents, if any, forming part of the Agreement.)*

Supplemental Schedule No. 1

This Agreement entered into as of the day and year first written above.

| | |
|---|---|
| **OWNER** *(Signature)* | **ARCHITECT** *(Signature)* |
| | Cory S. Miller, NCARB – Principal Architect<br>MIDL Architects, LLC. |
| *(Printed name and title)* | *(Printed name, title, and license number, if required)* |

# *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 06:16:20 ET on 05/06/2021.

**PAGE 1**

**AGREEMENT** made as of the 10th day of May in the year 2021

...

Independent School District #29 (ISD-29) of Cleveland County, Oklahoma
d/b/a Norman Public Schools
131 S. Flood Avenue
Norman, OK 73069

...

MIDL Architects, LLC.
PO Box 872
Norman, OK 73070
Telephone Number: (405) 512-9662

...

Norman Public Schools - On-Call Services
Norman, Oklahoma

**PAGE 2**

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.

**PAGE 3**

Competitive bid pursuant to the Oklahoma Public Competitive Bidding Act of 1974.

**PAGE 5**

**§ 2.5.1** Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000.00 ) for each occurrence and Two Million Dollars ($ 2,000,000.00 ) 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 ($ 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.

**PAGE 6**

**§ 2.5.5** ~~Employers' Liability with policy limits not less than ($ ) each accident, ($ ) each employee, and ($ ) policy limit.~~**Reserved.**

**§ 2.5.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($ 1,000,000.00 ) per claim and One Million Dollars ($ 1,000,000.00 ) in the aggregate.

**PAGE 7**

**§ 3.1.7** The Architect shall assist the Owner in preparation for, and shall attend, staff meetings as well as public presentations, meetings, and hearings.

**PAGE 8**

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, 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 ~~(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.~~ the Bid Notice, Instructions to Bidders, Bid Form, Bidding Requirements, proposed contact forms including general and supplemental conditions, Specifications and Drawings.

**PAGE 9**

**§ 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, the provisions of this Agreement shall control as it relates to the Architect's services.

...

**§ 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~~ 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.

**PAGE 11**

**§ 3.6.6.6** The Architect shall deliver, upon Project Completion, a complete set of Construction Documents, Contractor's as-built drawings in paper or PDF format, and in the latest version of CAD or Revit a clean (vectorized) site plan and floor plans.

**PAGE 13**

If the Owner desires any further information regarding the above items in Section 4.1, the Owner should request a description from the Architect; otherwise, the general descriptions as defined by the AIA will dictate.

...

.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 14**

**§ 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 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.

**§ 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 issuance of Certificate of Occupancy, if required, 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.

**§ 4.2.5** If the services covered by this Agreement have not been completed within thirty-six ( 36 ) 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.

**PAGE 15**

**§ 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 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.

**PAGE 16**

**§ 6.8** After Owner's approval of the Design Development Documents under Section 3.3.3, the Architect shall, as an Additional Service, make any project program, scope, or quality change due to owner's request, except as (1) necessitated under Section 6.5, Section 6.6.1, and Section 6.6.5 or (2) due to changes initiated by the Architect in scope, basic systems, the kinds and quality of materials, finishes, or equipment, or errors or omissions by the Architect or Architect's Consultants. Depending on the extent of the change, Architect shall negotiate with the owner for the compensation of the additional services based on (1) a stipulated sum, (2) percentage of the construction cost of the change, or (3) hourly charge not exceed rated as shown in 11.7.

**PAGE 18**

[ X ] Arbitration pursuant to Section 8.3 of this Agreement

**PAGE 19**

To Be Negotiated

...

20% of the amount paid for services performed prior to termination under Section 9.7

**PAGE 20**

**§ 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 21**

~~(~~Six percent (6 ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section ~~11.6.~~11.6, plus reimbursable expenses.

...

.1 Add 1% to Section 11.1 for Civil Engineer under Section 4.1.1.8
.2 Add 15% to actual consultant cost for Landscape Design under Section 4.1.1.9
.3 Any other additional services, stipulated sum or hourly with a not to exceed.

...

Stipulated sum or hourly with a not to exceed.

**§ 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 fifteen percent ( 15 %), or 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 | %) |

**PAGE 22**

| | |
|---|---|
| Principal Architect | One Hundred Seventy-Five Dollars/Hr. ($175.00) |
| Associate Architect | One Hundred Sixty Dollars/Hr. ($160.00) |
| Interior Designer | One Hundred Fifty Dollard/Hr. ($150.00) |
| Project Manager | One Hundred Thirty-Five Dollars/Hr. ($135.00) |
| Intern Architect | One Hundred Ten Dollars/Hr. ($110.00) |
| Construction Administration | Ninety Dollars /Hr. ($90.00) |
| CADD | Eighty-Five Dollars/Hr. ($85.00) |
| Administrative | Seventy Dollars/Hr. ($70.00) |

...

**.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~~ **.4** Postage, handling, and delivery;
~~.6~~ **.5** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
~~.7~~ **.6** 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;~~

~~.9~~ .7 All taxes levied on professional services and on reimbursable expenses;

~~.10~~ ~~Site office expenses;~~ .8 Site office expenses when approved in writing by the Owner;

~~.11~~ .9 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

~~.12~~ .10 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent ( 15 %) of the expenses incurred.

**PAGE 23**

**§ 11.10.1.1** An initial payment of Zero Dollars ($ 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.

...

**§ 11.10.2.1** 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.

...

~~%~~ Ten percent (10%) per annum.

...

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 Contractor and all subcontractors employed by the Contractor on the Project. No request for payment will be approved by the Architect unless accompanied by the required compliance statements.

**PAGE 24**

Supplemental Schedule No. 1

...

Cory S. Miller, NCARB – Principal Architect
MIDL Architects, LLC.

## *Certification of Document's Authenticity*

*AIA® Document D401™ – 2003*

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 06:16:20 ET on 05/06/2021 under Order No. 1944886072 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_______________________________
*(Signed)*

Principal Architect
*(Title)*

5/6/21
*(Dated)*

**Supplemental Schedule No. 01**
**to**
**Master Agreement**
**Between**
**Independent School District #29 (ISD-29) of Cleveland County, Oklahoma,**
**d/b/a Norman Public Schools ("Owner")**
**and**
**MIDL Architects, LLC. ("Architect")**
**dated May 10th, 2021 (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:**
Norman Public Schools On-Call Emergency Roof Repairs
**Description of Project:**
Emergency Roof Repairs at Multiple Sites
Norman, Oklahoma
**Project Parameters:**
Project Schedule: To be determined
Construction Budget: To be determined
**Project Team:**
Cory S. Miller, NCARB - Principal Architect
**Architect's Services:** Basic Architectural Services as defined in Article 3.
**Compensation:** Hourly as defined in Section 11.7.
**Special Terms:**

**DATED** this ____ day of ________________, 2021.

**INDEPENDENT SCHOOL DISTRICT**
**#29 (ISD-29) OF CLEVELAND COUNTY, OKLAHOMA**
**D/B/A NORMAN PUBLIC SCHOOLS**

**By:** ______________________________
**Name:**

**Title:**

**"Owner"**

**By:** ______________________________
**Name: Cory S. Miller, NCARB**
**MIDL Architects, LLC.**
**Title: Principal Architect**
**"Architect"**

**INTERLOCAL AGREEMENT**
**BETWEEN NORMAN PUBLIC SCHOOLS AND**
**THE CITY OF NORMAN FOR IMPLEMENTATION AND OPERATION**
**OF A SCHOOL RESOURCE OFFICER PROGRAM**

This Agreement is entered into this ____ day in the City of Norman, municipal corporation, hereinafter referred to as "CITY" and Independent School District No. 29 of Cleveland County, Oklahoma a/k/a Norman Public Schools, hereinafter referred to as "NPS." Together, CITY and NPS shall be referred to as the "Parties."

WHEREAS, the City of Norman is a charter municipality vested with the power to enter into contracts by Title 11**,** Section 22-101 of the Statutes of the State of Oklahoma, and NPS is an independent school system with the powers of a corporation, including the authority to contract, by Title 70, Section 5-105 of the Statutes of the State of Oklahoma.

WHEREAS, NPS and CITY have jointly considered and studied the needs of the school district and the City of Norman and believe that implementing and operating a School Resource Officer Program can provide a positive benefit to both the citizens of the City of Norman and NPS students; and

WHEREAS, the School Resource Officer program is designed with the understanding that each school has different needs and each School Resource Officer will provide an approach that is most appropriate for his or her assigned school and the circumstances he or she will encounter.

WHEREAS, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignments, responsibilities, and obligations of the School Resource Officers, the CITY, and NPS; and

WHEREAS, to effectuate the purposes stated above, this Agreement is executed.

NOW, THEREFORE, IN CONSIDERATION of One Dollar ($1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the mutual covenants and agreements contained herein, the parties agree as follows:

I.

TERM OF THE AGREEMENT

1. The term of this Agreement shall be for an initial period of five years, subject to appropriation of funds by the Parties, beginning on the 1st day of July, 2021. Subject to the annual appropriation of funds by the Parties, this Agreement shall be renewed automatically for subsequent five-year terms.

II.

SCOPE OF AGREEMENT

1. The City and NPS agree to partner to implement and operate a School Resource Officer Program. This Program shall place thirteen (13) commissioned Norman Police Department Officers in schools operated by NPS and equip those officers. The terms of this partnership shall be governed by this Agreement.

2. The CITY shall provide thirteen (13) employees who are certified, commissioned police officers of the City of Norman Police Department for the School Resource Officer Program to be assigned as follows:

   a. One (1) School Resource Officer Supervisor
   b. Two (2) School Resource Officers at Norman High School
   c. Two (2) School Resource Officers at Norman North High School
   d. One (1) School Resource Officer at Whittier Middle School
   e. One (1) School Resource Officer at Alcott Middle School
   f. One (1) School Resource Officer at Irving Middle School
   g. One (1) School Resource Officer at Longfellow Middle School
   h. Four (4) School Resource Officers to rotate between seventeen (17) NPS elementary schools

   Six School Resource Officers, consisting of one supervisor and five officers, shall be assigned in the first year of the Public Safety Sales Tax II, and the remaining School Resource Officers, subject to available funding, shall be assigned in the second year of the Public Safety Sales Tax II. In the event insufficient funds are available, the number of additional officers for 2022-2023 and subsequent years may be adjusted by agreement of NPS and the City.

3. The CITY agrees that the vehicles utilized by the School Resource Officers shall be marked, fully equipped Norman Police Department patrol cars. One marked vehicle will be present at each school while a School Resource Officer is on duty at that location.

4. School Resource Officers will work with NPS personnel on a cooperative basis. In addition to law enforcement functions, the School Resource Officers will be available to provide counseling, education and public speaking services as requested by NPS administration or its designated agents.

III.

COMPENSATION

1. The CITY and NPS agree to jointly fund the School Resource Officer Program.

2. As compensation to the CITY for the Services, NPS agrees to pay the CITY the following:

   a. An annual fee for the period of July 1, 2021 through June 30, 2022 not to exceed $426,837.00. This amount will be billed at a rate of $106,459.25 per quarter.

3. It is anticipated that the cost of the program will increase annually due to increases in costs such as personnel and equipment, but the Parties agree to continue to jointly fund the Agreement. Prior to May 1st of each subsequent one-year term of the Agreement, the CITY shall notify NPS of increased costs of the program, if any, and provide documentation that supports the increase. CITY and NPS personnel shall meet to discuss these projected costs in order to agree on cost-sharing for the subsequent one-year term of the Agreement. These meetings shall be held prior to the adoption of both the CITY and NPS budgets for the year.

4. In the event a School Resource Officer is absent due to sick leave, training, subpoena or court

appearance, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave, NPS shall not be relieved of its obligation to pay the entire amount described above.

Provided, however, if a School Resource Officer is absent more than five (5) consecutive school days, the School Resource Officer shall be replaced by another Norman Police Officer qualified to perform the duties of the School Resource Officer or payment shall be reduced on a prorated basis.

ln the event that the CITY finds it necessary to reassign one or more School Resource Officers due to a citywide or major emergency for more than five (5) consecutive school days, payment for services shall be reduced on a prorated basis.

IV.

INDEPENDENT CONTRACTOR

1. The CITY is and at all times shall be deemed an independent contractor and shall be wholly responsible for the way CITY performs the services required by the terms of the Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the CITY and NPS or any of CITY's agents or employees. The CITY assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. The CITY, its agents and employees, shall not be entitled to any rights or privileges of NPS employees, beyond those required for the performance of their School Resource Officer duties, and shall not be considered in any manner to be NPS employees.

2. While NPS will not directly supervise the School Resource Officers in the day-to-day performance of their duties, NPS may provide input to the CITY regarding the personnel assigned under this Agreement. If NPS objects to the assignment of any personnel to its campuses, NPS will review those objections with a designated representative of the CITY for final resolution of the objections.

3. The CITY and NPS will work cooperatively to provide the best working relationship possible between the parties to ensure that the needs of the individual schools, students, principals and school staff, and School Resource Officers are met. This includes meetings between principals and the School Resource Officer supervisor as needed to facilitate scheduling and operation of the program. The NPD SRO Lieutenant will be the point of contact for the CITY for routine questions, scheduling, and day to day operations of the program.

V.

ADDITIONAL PERSONNEL

1. In addition to the School Resource Officers assigned according to Section I, Paragraph 2 above, NPS, at its option, shall have the right to engage off-duty Norman Police Department (NPD) personnel for special events, sporting events, or other school-related activities as NPS deems necessary. Any off-duty NPD personnel not designated as a School Resource Officer under this Agreement will be considered an NPS employee or independent contractor during the period of engagement to be compensated directly by NPS as arranged between NPS and the off-duty NPD personnel so engaged.

2. In addition to the personnel to be provided by CITY, NPS, at its option, shall have the right to engage personnel to provide private security services, including private security services provided through a private security company. In the event NPS elects to engage private security services either through NPD employees or through a private security service, the private security services will be coordinated with the NPD personnel. Nothing in this Agreement shall create liability on the part of CITY or NPS for personnel hired under this Section.

VI.

GENERAL DUTIES

1. The CITY and NPS Staff have worked together to create a list of general duties for the School Resource Officers which outlines the officers' duties and is hereby incorporated by reference into this Agreement as Attachments "A" and "B."

   It is anticipated that, as the School Resource Officer Program is developed over the subsequent terms of this Agreement, it may be necessary to amend Attachments "A" and "B" to better reflect the scope of the general duties for the School Resource Officers. For that reason, the Police Chief of the CITY and the Superintendent of NPS are hereby authorized to make written, mutually agreed upon amendments to Attachments "A" and "B" as necessary to continue to provide a high level of service to the citizens of the City of Norman.

2. School Resource Officers, during the summer months while school is not in session, shall be assigned by the NPD to complete training (police department as well as school-related training) and to take vacation leave for which they may be eligible. However (in addition to the NPD SRO Lieutenant), one SRO will be assigned at an NPS school for the summer school sessions; a second shall be available for assignment as needed throughout the summer months. SROs shall also be available for summer events in the schools upon notice from NPS. If SROs have additional time in the summer months, taking into consideration training and leave, they may be used for police department responsibilities.

VII.

INSURANCE

1. The CITY is self-insured. The CITY shall provide workers' compensation insurance in the amount required by Oklahoma law for all employees engaged in work as a School Resource Officer under this Agreement.

VIII.

TERMINATION AND ASSIGNMENT

1. This Agreement may be terminated by either Party at its sole option and without prejudice by giving sixty (60) days written notice of termination to the other Party.

2. Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other Party to this Agreement.

## IX.

## DISPUTE RESOLUTION AND VENUE

1. In the event both Parties are unable to jointly resolve a dispute arising from the implementation and operation of the School Resource Officer Program, then the final decision specific to that dispute will be submitted for resolution to the City Manager of CITY and the Superintendent of NPS. In the event the City Manager of CITY and the Superintendent of NPS are unable to jointly resolve any such dispute, then the matter will be submitted within thirty (30) days to a third-party mediator. In the event the mediation is unsuccessful in resolving any dispute arising from the implementation or operation of the School Resource Officer Program, then each party has the option to file suit.

2. All obligations of each party to this Agreement shall be performed in Cleveland County, Oklahoma. The laws of the State of Oklahoma shall govern the interpretation, validity, performance, and enforcement of this Agreement, and the exclusive venue for any legal proceedings involving this Agreement shall be Cleveland County, Oklahoma.

## X.

## NOTICES

1. Any notice to be given by CITY to NPS hereunder shall be deemed to be properly served if deposited in the United States mail, postage prepaid, addressed to: Superintendent Dr. Nick Migliorino, Norman Public Schools, 131 South Flood Avenue, Norman, Oklahoma, 73069.

2. Any notice to be given hereunder by NPS to CITY shall be deemed to be properly served if the same be deposited in the United States mail, postage prepaid addressed to: Police Chief Kevin Foster, P. O. Box 370, Norman, Oklahoma, 73070 with a copy to the City Manager.

## XI.

## SEVERABILITY

1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of it requiring any steps, actions, or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

## XII.

## HOLD HARMLESS CLAUSE

1. To the extent allowed by law, NPS does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, for any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

2. To the extent allowed by law, CITY does hereby agree to waive all claims against, release, and hold harmless NPS and all of its officials, officers, agents, employees, in both their public and private capacities, for any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

3. It is the intention of both Parties that this mutual hold harmless clause shall be interpreted to mean that each party shall only be responsible for the actions of each party's own employees, officials, officers, and agents. The Parties agree that they have not waived their sovereign immunity by entering into and performing its obligations under this Agreement.

XIII.

ENTIRE AGREEMENT

1. This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire Agreement between the parties. No other Agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can be modified only by an Agreement in writing, signed by both of the parties.

Executed this _____ day of ___________, 2021.

| | |
|---|---|
| CITY OF NORMAN | NORMAN PUBLIC SCHOOLS |
| By______________________________ | By______________________________ |
| Mayor | President<br>Board of Education |
| ATTEST: | ATTEST: |
| By______________________________ | By______________________________ |
| City Clerk | Board of Education Clerk |

**Attachment A**
**School Resource Officer (SRO) Duties**

1. The primary function of the School Resource Officer (SRO) shall be to ensure the safety of the students and faculty and provide campus security. Specifically, the SRO shall assist in limiting access to the school grounds to authorized persons, provide police protection of school property, personnel and students, investigate criminal acts on school grounds and serve as a liaison between the school, the police department, juvenile officials, probation officials, courts and other agencies of the juvenile justice system.

2. The principal, or designee, shall retain authority regarding all school issues. The SRO shall determine all law enforcement issues. The SRO shall communicate with the principal regarding all law enforcement incidents on the campus or at school related activities. The SROs are solely responsible to the Chief of Police but shall work directly and in cooperation with the principal of the school to which they are assigned.

3. The SRO shall participate in mandatory training set out by state law and/or NPD policy. The SRO should also participate in reasonable training programs provided by NPS that directly impact their ability and skills as SROs.

4. The SRO shall be available as a resource to provide information on topics on which the officers have special competence due to their law enforcement training. The SRO shall also attempt to identify and counter deviant behavior and any other behavior that would be disruptive or unsafe to the students, faculty or district property.

5. The SRO shall make themselves visible in a public relations role in order to provide a highly visible crime deterrent in school property in order to effectively promote security and order in the schools.

6. The SRO shall attempt to provide guidance and direction for students, parents and staff when appropriate, to work with the school administrators to resolve school-police problems, and to work with parents of troubled youth.

7. The SRO shall not enforce NPS regulations or rules unless the violation of such rule or regulation constitutes a violation of a state law or city ordinance.

8. Nothing in this agreement shall limit or eliminate the need to utilize the 9-1-1 reporting system, or the use of NPD district police officers to handle or supplement calls for service. Use of 9-1-1 is encouraged for emergency calls even if an SRO is also called.

9. Except in an emergency, SROs should not be called away from their assigned school to handle incidents, as this may be disruptive to the teacher/SRO/student relationship. SROs may be contacted and may respond as soon as possible to assist NPD district officers when reasonable to assist with providing public safety.

10. SROs shall maintain a close liaison with the NPD officers around their assigned schools. They shall exchange information regarding suspects, incidents, and potential problems to ensure reasonably consistent enforcement from officer to officer to the extent permitted by law.

11. SROs may be required to attend SRO meetings during contract hours to discuss incidents, potential problems, and issues surrounding the SRO program. The primary purpose of these meetings will be to increase the effectiveness of the SRO program.

12. The NPD reserves the right to assign SROs to a police function in the event of an emergency or situation that dictates a call-up of police personnel as directed in NPD policy and procedures. An emergency situation may include a tornado, wildfire, etc.

**Attachment B**
**School Resource Officers and School Discipline**

The purpose of this Memorandum of Understanding (MOU) is to establish a collaborative agreement on school security and school discipline to guide and define the relationship between Norman Public Schools (the "District") and the City of Norman ("Norman") (collectively referred to as "the Parties") in the use of School Resource Officers ("SRO" or "SROs"). The Parties acknowledge that law enforcement plays an essential role in maintaining safety in the community and in the District. However, the use of arrests and referrals to the criminal justice system for minor or typical school behaviors can adversely affect students and erode confidence in and respect for both the school administration and law enforcement. The parties have developed this guidance to ensure a consistent approach to law enforcement and school discipline that emphasizes cooperation in the handling of school-based student misbehavior. Emphasis is placed on handling incidents uniformly while ensuring that each case is addressed on an individualized basis. The manner in which each incident is handled is dependent upon many factors unique to each child. This includes, but is not limited to, behavioral history, present circumstances, disciplinary record, academic record, general demeanor and disposition toward others, disability, special education status, and other factors. Accordingly, the parties concur that students involved in the same incident or similar incidents may receive different and varying responses depending on the factors and needs of each student.

To address these issues and ensure that all students have access to a safe and productive learning environment, the Parties agree that cooperation is essential. Among other benefits, committed cooperation can enhance appropriate responses and use of resources, when responding to school-based misbehavior. For purposes of this MOU, student misbehavior is considered to be breaches of the Code of Student Conduct, disruptions, and other minor infractions or omissions by a student that occurs on school grounds, school transportation or during a school sponsored or related event.

## Responding to Student Misbehavior

In the event a student misbehaves, the school principal and their designees will be the primary source of intervention and disciplinary consequences. SROs are responsible for criminal law issues- not school discipline issues. The Code of Student Conduct provides detailed information on consequences and interventions and shall guide the response to particular types of misbehavior. In addition, school officials should make reasonable efforts, where applicable, to connect students to school or community-based support services, such as counseling, mentoring, or extra-curricular activities.

Many types of minor student misbehavior may technically meet the statutory requirements for non-violent misdemeanors (e.g., theft, vandalism, disorderly conduct, loitering, incidents relating to alcohol, threats, harassment, etc.), but may be handled outside of the criminal justice system. Absent a real and immediate threat to students, teachers, or public safety, incidents involving public order offenses such as those above and including disturbance/disruption of school or public assembly; trespass; loitering; profanity; and fighting that does not involve physical injury or a weapon, may be considered school discipline issues to be handled by school officials, rather than criminal law issues warranting formal law enforcement intervention (e.g., issuance of a criminal citation, ticket, or summons, filing of a delinquency petition, referral to a probation officer, or actual arrest) as may be appropriate on a case-by-case basis. Behavior that rises to the level of a felony offense is not included within this category.

All individuals involved in school discipline decisions shall consider the surrounding circumstances including the age, history, disability or special education status, and other factors that may have influenced the behavior of the student, the degree of harm caused and the student's genuine willingness to repair the harm and accept responsibility for the student's action.

SROs will avoid arresting students at school, where possible, unless the student poses a real and immediate threat to student, teacher, or public safety, or a judicial warrant specifically directs the arrest of the student in a school. School principals shall be consulted prior to an arrest of a student where practicable, and the student's parent or guardian shall be notified of a student's arrest as soon as practicable.

**Further Incidents**

Repeated incidents of non-violent misdemeanors shall result in graduated levels of school-based interventions and consequences by the administrators on campus, according to the Code of Student Conduct, and referral to law enforcement for certain incidents.

**Student Rights**

Absent a real and immediate threat to student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is probable cause to believe that the search will reveal evidence that the student has committed or is committing a criminal offense.

- The SRO shall inform school administrators prior to conducting a probable cause search where practicable.
- The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.

A school official may conduct a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school, and the search is justified in scope given such suspicion.

- Absent a real and immediate threat to students, teachers, or public safety, a school official shall not ask an SRO to be present or participate in such a search.

Absent a real and immediate threat to students, teachers, or public safety, an SRO may question or participate in the questioning of a student about conduct that could expose the child to court-involvement or arrest only after informing the child of Miranda rights and only in the presence of the child's parent or guardian.

**Accountability**

The school district and Norman Police Department shall maintain annual publicly available data, in compliance with the Oklahoma Open Records Act, without disclosing personally identifiable information, documenting the following:

- Number of incidents resulting in a juvenile arrest for conduct on school grounds or at a school-sponsored event, broken down by school; offense; arrestee's age, grade level, race, sex, and disability status; and disposition/result;

- Number of incidents resulting in other forms of law enforcement intervention - including searches and seizures by SROs; questioning by SROs; issuance of a criminal citation, ticket or summons; filing of a delinquency petition and referral to a probation officer-for juvenile conduct on school grounds or at a school-sponsored event, broken down by school; offense or reason; type of law enforcement intervention; juvenile's age, grade level, race, sex, and disability status; and disposition/result;
- Number of suspensions or other disciplinary consequences imposed on students, broken down by school; offense/infraction; student's age, grade level, race, sex, and disability status; and disciplinary consequence imposed;
- Policies, and protocols governing the SRO program;
- Number of SROs deployed to each school;
- Training materials for SROs; and
- Number and types of complaints lodged against SROs.

It is the policy of the Norman Police Department to investigate all complaints against it, or of alleged SRO misconduct, to equitably determine whether the allegations are valid or invalid, and take appropriate action. Any student, parent, teacher, and principal or other school administrator may submit a complaint, orally or in writing, of abuses or misconduct by SROs to the Norman Police Department.

- Parents shall be permitted to submit a complaint in their native language.
- The complaint system must be confidential and protect the identity of the complainant from the SRO to the extent consistent with the SRO's due process rights.
- Complaints shall be investigated and resolved, and complainants shall be furnished with a written explanation of the investigation and resolution.

Every student, parent, and guardian in the school system shall be informed of the complaint procedure through the District's customary means of communicating information to students and parents.

**School Mission and SRO Role**

As emphasized above, the involvement of SROs is to improve school safety and the educational climate at the school, not to enforce school discipline or punish students. Accordingly, building-level school administrators shall be consulted when a SRO is deployed to the school.

The SRO shall meet with building-level school administrators, teachers, parents, and student representatives at least annually to discuss issues of school safety. Similarly, the SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate and through participation in relevant school training.

The SRO Supervisor shall maintain activity reports and submit monthly summaries of these reports to district-level school administrators, and the relevant law enforcement agency. The monthly summaries shall include, for each SRO, the numbers and descriptions of all incidents or calls for service; names of school officials involved (referring teachers, principals, etc.); student searches; student questioning; tickets, citations, or summonses; filing of delinquency petitions; referrals to a probation officer; actual arrests; and other referrals to the juvenile justice system.

Absent a real and immediate threat to students, teachers, or school safety, and absent the situations described above where formal law enforcement intervention is deemed appropriate by the SRO, building-level school administrators shall have final authority in the building over matters of school discipline.

**Discretion of Law Enforcement**

Nothing in this MOU is intended to limit the discretion of law enforcement. Officers responding to an incident or consulting with school officials are encouraged to use their discretion in determining the best course of action, especially when using alternatives to arrest. While the option to use the criminal justice system is available for many incidents, the totality of the circumstances should be taken into consideration and any less punitive alternatives that ensure the safety of the school community should be considered.

**Professional Development**

Every SRO shall receive at least 40 hours of pre-service training and 8 hours of annual in-service training on some or all of the following topics:

- Child and adolescent development and psychology;
- Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
- Children with disabilities or other special needs; and
- Cultural Competency

**Annual Review**

These guidelines shall be reviewed at least annually to ensure that they remain timely, effective, and fully correlated to an educational environment that is secure while tolerant of students' learning and testing of school and community expectations and boundaries.

AMENDMENT

INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA

AND

SODEXO MANAGEMENT, INC.

THIS AMENDMENT, dated May 10, 2021, is between INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA ("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 June 27, 2018, as amended ("Agreement"), whereby Sodexo manages and operates Client's Custodial Services and Grounds Keeping Services at various facilities set forth in Exhibit A 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, 2021 and continuing through June 30, 2022.

2. Effective July 1, 2021, Sodexo's Contract Price shall be adjusted as a result of the following occurrences:

Addition of Dimensions Academy (28,852 GSF)
Addition of 1 Custodial FTE & supplies
2.8% ECI Increase
Increase Productive Labor wages for new employees to $10.60/hour and for existing employees by $0.25/hour

3. In consideration of the foregoing, Sodexo's Contract Price shall be adjusted as follows:

| | |
|---|---|
| Current Contract Price: | $3,227,477.00 |
| Addition of Dimensions Academy, Custodial FTE & supplies: | $ 31,286.00 |
| 2.8% ECI Increase: | $ 90,369.00 |
| Increase of Productive Labor wages for new employees to $10.60/hour and for existing employees by $.025/hour | $ 118,717.00 |
| New Contract Price (Effective July 1, 2021): | $3,467,849.00 |

For the period July 1, 2021 to June 30, 2022, the Contract Price set forth in Section 7.1 of the Agreement for Custodial Services and the Grounds Keeping Services shall be Three Million Four Hundred Sixty-Seven Thousand Eight Hundred Forty-Nine Dollars ($3,467,849.00), plus applicable sales, use, or other transaction related taxes. The Contract Price for the Custodial Services during that same year shall be $3,191,869.00 and the Contract Price for the Grounds Keeping Services for that year shall be $275,980.00. Commencing July 1, 2022 and annually thereafter, the Contract Price shall be adjusted as specified hereafter.

4. Section 1.1 of Exhibit A is deleted in its entirety and the following substituted therefor:

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

| Name of Facility | Notes | Gross Sq / Ft | Acres Maintained |
|---|---|---|---|
| Norman High School | | 344,227 | 8.54 |
| Norman North High School | | 368,583 | 10.45 |
| Performing Arts Center | | 46,401 | 0 |
| Alcott Middle School | | 128,529 | 7.65 |
| Longfellow Middle School | | 126,508 | 3.86 |
| Irving Middle School | Including NHS Athletic Facility | 132,049 | 7.96 |
| Whittier Middle School | | 138,526 | 4.45 |
| Adams Elementary School | | 69,560 | 3.43 |
| Cleveland Elementary School | | 67,661 | 5.4 |
| Eisenhower Elementary School | | 69,492 | 5.72 |
| Jackson Elementary School | | 68,708 | 5.81 |
| Jefferson Elementary School | | 58,484 | 3.46 |
| Kennedy Elementary School | | 64,878 | 5.42 |
| Lakeview Elementary School | | 49,339 | 4.22 |
| Lincoln Elementary School | | 52,646 | 2.96 |
| Madison Elementary School | | 59,375 | 5.14 |
| McKinley Elementary School | | 50,319 | 5.27 |
| Monroe Elementary School | | 66,689 | 5.05 |
| Truman Elementary School | | 59,929 | 7.75 |
| Truman Primary School | | 61,632 | 7.76 |
| Reagan Elementary School | | 82,159 | 5.42 |
| Roosevelt Elementary School | | 74,056 | 3.96 |
| Washington Elementary School | | 64,280 | 3.43 |
| Wilson Elementary School | | 43,091 | 3.16 |
| Health Services Center (formally DCC) | | 6,386 | 0 |
| Central Kitchen | | 14,330 | 0 |
| Professional Development Center | | 13,231 | 0.76 |
| Administrative Service Center | | 34,896 | 1.33 |
| Instructional Service Center / Warehouse | | 37,738 | 1.51 |
| Central Service Center | | 27,496 | 1.52 |
| **Dimensions Academy** | | **28,852** | 1 |
| | **TOTAL** | **2,510,050** | **132.39** |

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

6. This Amendment is effective July 1, 2021, 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: ________________________________________
Name (printed): ________________________________________
Title: ________________________________________

SODEXO MANAGEMENT, INC.

By: ________________________________________
Bart C. Lane
Vice President

**Norman Public Schools**
**Purchase Request**

**Purchase Request 1** **Meeting Date: May 24th, 2021**

1. **Items: Computer Tables for Computer and Business Education Classes**

2. **Location: Norman High and Norman North**

3. **OU Contract # R-1600-16**

4. **Purchase Fund: Bond Fund**

5. **Krueger International Inc**
   **Green Bay, WI 54308**
   **$53,423.52**

6.

| Description | Total Cost |
|---|---|
| Computer Tables for Computer/Business Education Classes | $48,464.52 |
| Installation | $4,959.00 |
| | $53,423.52 |

7. **It is recommended that the district purchase Computer Tables for Computer and Business Education Classes for Norman High and Norman North from Krueger International Inc in the amount of $53,423.52.**

**Norman Public Schools**
**Purchase Request**

**Purchase Request 2** **Meeting Date: May 24th, 2021**

1. **Item: Installation of Cat 6 Cabling for the new NHS Athletics Building**

2. **Location: Norman High School**

3. **A. Specifications Sent: N/A** **A-1. Vendors Queried: N/A**
   **B. Bid Opening Date: N/A** **B-1. Vendors Responding: N/A**

4. **Purchase Fund: Bond**

5. **Wade Electric**
   **Norman, OK 73069**
   **$38,290.00**

6. **It is recommended that the district purchase the installation of cat 6 cabling for the new NHS Athletics Building at Norman High from Wade Electric in the amount of $38,290.00.**

**Norman Public Schools**
**Purchase Request**

**Purchase Request 3** **Meeting Date: May 24th, 2021**

1. **Item: Furniture for 2019 Bond Issue Renovations and Additions**

2. **Location: Alcott Middle School, Longfellow Middle School, Lakeview Elementary, Washington Elementary, and Wilson Elementary**

3. **A. Specifications Sent: N/A** **A-1. Vendors Queried: N/A**
   **B. Bid Opening Date: N/A** **B-1. Vendors Responding: N/A**

4. **Purchase Fund: Bond**

5. The standard furniture selection process for Norman Public Schools was a very lengthy and thorough process. NPS Operational Services, along with an interior design consultant from MA+ Architecture, worked diligently to select several manufacturers and products to sample throughout the district. These samples were selected based on a number of factors:

   1. Classroom style teacher survey
   2. Manufacturer's warranty
   3. Availability of samples
   4. Durability and Aesthetics
   5. Responsiveness of representatives
   6. Past interactions with manufacturer
   7. Best Value

NPS selected thirteen teacher representatives across the district to serve as the Furniture Standards Committee and sample furniture items in their classrooms. The representatives consisted of two early childhood education teachers, two elementary school teachers, four middle school teachers, four high school teachers, and one teacher from Dimensions Academy. The teachers had a wide range of classes that sampled the products. Anywhere from standard math, science, social studies, and English to business in education, resource and early childhood classes were able to provide feedback on the furniture pieces that were sampled. Three chairs and three desks were sampled as well as a new style of teacher's desk. All participants had the products in their rooms for a span of time where both students and teachers were able to test the products.

All three samples were made by different manufacturers. Upon the completion of this phase of the selection process, each representative was given a survey to provide comment based on the experiences in their classroom. All of the ‘selected standards’ were chosen by a vast majority of the committee.

This figure is an estimate and does not include shipping. Approximate amount is as follows:

| | |
|---|---|
| Alcott | $110,622.00 |
| Longfellow | $179,675.00 |
| Lakeview | $105,418.00 |
| Washington | $1,009,327.00 |
| Wilson | $35,936.00 |
| **TOTAL ESTIMATE** | **$1,440,978.00** |

Vendors may include, but are not limited to: Kreuger International, Copelin Contract, L&M Office Furniture.

All purchases will be made under contract pricing as follows:

Krueger International: OU Contract R-16000-16, SPA-0035137, OT8142BZ2 Sourcewell

Copelin Contract: KPN Contract #201606-02

L&M Office Furniture: OU Contract R-16000-16

6. **Therefore, it is recommended that the Board approve the total estimated expenditures for furniture required for additions and renovations for Alcott Middle School, Longfellow Middle School, Lakeview Elementary, Washington Elementary, and Wilson Elementary under the 2019 Bond Issue (This amount includes, but not limited to the items above and does NOT include shipping and freight costs) to expedite the ordering process as the summer months progress and lead times vary due to the COVID-19 pandemic. This is only an estimate.**

May 19, 2021

Justin Milner, Chief Operating Officer
Operational Services
Norman Public Schools
131 South Flood
Norman, Oklahoma 73069

RE: Norman Public Schools - 2019 Bond Issue – Longfellow Middle School: Band and Vocal Music HVAC
Project No. 2103

Dear Justin Milner:

The project referenced above, was first advertised for bid to general contractors on 4/26/21. The scope of work includes demolition of existing roof mounted condensing units and fan coil units located above the ceiling in the Band Director's office, and practice room in Vocal Music. The existing roof structure requires modification to support new roof mounted package units that will connect to the existing ductwork through new roof penetrations. All work must be completed during the summer and fully operational before the start of school in August.

A mandatory pre-bid conference held on April 30th, with only one general contractor attending. To attract additional competition, a second mandatory pre-bid conference was announced for the following week, no general contractors attended the second meeting. Every effort was made to attract bidders before advertisement and accommodate those who planned to bid the project but missed the mandatory pre-bid, but only one bid was received at the time of bid.

RCJ Construction's bid of $226,400.00 is $28,370.00 above our initial estimate of $198,030.00. Considering the nature of the work and time frame in which the project must be delivered, it is our recommendation to award Longfellow Middle School Band and Vocal Music HVAC replacement to RCJ Construction.

Respectfully,

Matt Graves
Principal

**Norman Public Schools**

**Longfellow Middle School Band & Vocal Music HVAC**

Project #2103

Thursday, May 13, 2021

ARCHITECTS IN PARTNERSHIP

| Contractor | Addenda #1 | Addenda #2 | Affidavits | Bond | Base Bid | Days |
|---|---|---|---|---|---|---|
| RCJ | ✓ | ✓ | ✓ | ✓ | 226,400 | 75 |
| | | | | | | |
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## PART 1 - GENERAL

### THE PROJECT AND THE PARTIES

**1.01 TO:**

A. Independent School District #29 (ISD-29) of Cleveland County, Oklahoma d/b/a Norman Public Schools
131 S. Flood Avenue
Norman, OK 73069

**1.02 FOR:**

A. Project: Norman Public Schools – 2019 Bond Program Longfellow Middle School: Band and Vocal Music HVAC

B. Architect's Project Number: 2103

**1.03 DATE:** May 13, 2021 **(BIDDER TO ENTER DATE)**

**1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)**

A. Bidder's Full Name:

RCJ Construction, Inc.

Address:

800 SE 1st Street

City, State, Zip:

Lawton, OK 73501

Type of Entity:

Corporation

**1.05 OFFER**

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the Architect for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

**1.06 TO PROVIDE ALL WORK INDICATED OR REASONABLY IMPLIED BY THE CONSTRUCTION DOCUMENTS:**

A. Base Bid:

Two hundred twenty six thousand four hundred dollars and zero cents-------------- dollars
($ 226,400.00 ),
in lawful money of the United States of America.

**1.07 WE HAVE INCLUDED THE REQUIRED SECURITY DEPOSIT AS REQUIRED BY THE INSTRUCTION TO BIDDERS.**

**1.08 WE HAVE INCLUDED THE REQUIRED DEFECT, PERFORMANCE AND PAYMENT ASSURANCE BONDS IN THE BID AMOUNT AS REQUIRED BY THE INSTRUCTIONS TO BIDDERS.**

**1.09 ALL APPLICABLE FEDERAL TAXES ARE INCLUDED AND STATE OF OKLAHOMA SALES TAXES ARE EXCLUDED FROM THE BID SUM.**

**1.10 ACCEPTANCE**

A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.

B. If this bid is accepted by Owner within the time period stated above, we will:

1. Execute the Agreement within seven days of receipt of Notice of Award.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within seven days after written Notice to Proceed of this bid.

C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.11 **CONTRACT TIME**

A. Base Bid: If Awarded the Contract, the undersigned Bidder agrees to complete the Work within the following number of calendar days from the date specified in the Notice to Proceed: ( 75 ) Calendar Days.

1.12 **CHANGES TO THE WORK**

A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:

1. 10 percent overhead and profit on the net cost of our own Work;
2. 15 percent on the cost of work done by any Subcontractor.

B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 5% of the overhead and profit percentage noted above.

1.13 **ADDENDA**

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # 1 Dated 04-28-2021 .
2. Addendum # 2 Dated 05-05-2021 .
3. Addendum # ______ Dated ______________.
4. Addendum # ______ Dated ______________.
5. Addendum # ______ Dated ______________.
6. Addendum # ______ Dated ______________.

1.14 **BID FORM SUPPLEMENTS**

A. The following information is included with Bid submission:

1. Executed Noncollusion Affidavit
2. Executed Business Relationship Affidavit.

1.15 **BID FORM SIGNATURE(S)**

The Corporate Seal of

RCJ Construction, Inc.

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

President

(Authorized signing officer, Title)

(Seal)

______________________________

(Authorized signing officer, Title)

1.16 **IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.**

**END OF SECTION**

# Business Relationships Affidavit

STATE OF Oklahoma

COUNTY OF Comanche

JC Grayson, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows: NONE

Affiant further states that any such business relationship presently in effect or which existed within (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows: NONE

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows: NONE

(If none of the business relationships herein above mentioned exist, Affiant should so state.)

Signature of Representative: JCG

Subscribed and sworn to before this 13th day of May, 2021.

Keri L. Brammer
Notary Public

NOTARY PUBLIC State of OK
KERI L. BRAMMER
Comm. # 14003100
Expires 3-31-22

3-31-22
My commission expires

# Non-Collusion Affidavit

STATE OF Oklahoma

COUNTY OF Comanche

JC Grayson, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Signature of Representative: ______________________

Subscribed and sworn to before me this 13th day of May 20 21.

My Commission expires: 3-31-22

Notary Public

NOTARY PUBLIC State of OK
KERI L. BRAMMER
Comm. # 14003100
Expires 3-31-22

# Contract Affidavit

STATE OF Oklahoma

COUNTY OF Comanche

JC Grayson, of lawful age, being first duly sworn, on oath, says that (s)he is the agent authorized by dealer to submit the attached contract to the Board of Education, Norman, Oklahoma. Affiant further states that dealer has not paid, given, nor donated, or agreed to pay, give, or donate to any officer or employee of the Board of Education, Norman, Oklahoma, any money or other thing of value, either directly or indirectly in the procuring of the contract.

Signature

Subscribed and sworn before me this day:

May 13, 2021

Keri L. Brammer
Notary Public

NOTARY PUBLIC State of OK
KERI L. BRAMMER
Comm. # 14003100
Expires 3-31-22

3-31-22
My commission expires

# THE AMERICAN INSTITUTE OF ARCHITECTS

*AIA Document A310*

# Bid Bond

**KNOW ALL MEN BY THESE PRESENTS,** that we
RCJ Construction, Inc.
800 SE 1st Street, Lawton, OK 73501

as Principal, hereinafter called the Principal, and
Markel Insurance Company
4521 Highwoods Parkway, Glen Allen, VA 23060

a corporation duly organized under the laws of the State of IL
as Surety, hereinafter called the Surety, are held and firmly bound unto
Independent School District #29 (ISD-29) of Cleveland County, Oklahoma d/b/a Norman Public Schools
131 S. Flood Avenue, Norman, OK 73069
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Greatest Amount Bid
Dollars ($ 5% G.A.B. ),
for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Norman Public Schools - 2019 Bond Program Longfellow Middle School: Band and Vocal Music HVAC

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 13th day of May, 2021.

| | |
|---|---|
| (Witness) | RCJ Construction, Inc. (Principal) (Seal) |
| | By: PRESIDENT (Title) |
| Alyson Carmichael (Witness) | Markel Insurance Company (Surety) (Seal) |
| | By: (Title) |
| | David T. Miclette, Attorney-In-Fact |

POA# 4221140

# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Barry K. McCord, David T. Miclette, Robert C. Davis, Ashley Britt, Tabitha Dorman, Nikole Jeannette, Heather Noles, Alyson Carmichael, Lauren O. Moudy, Robert M. Overbey, Jr., Lacey Mayfield

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 10th day of August , 2020 .

SureTec Insurance Company

By: Michael C. Keimig, President

SURETEC INSURANCE COMPANY T E X A S

MARKEL INSURANCE CORPORATE SEAL COMPANY ILLINOIS

Markel Insurance Company

By: Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 10th day of August , 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.

DONNA DONAVANT NOTARY PUBLIC MY COMMISSION NUMBER 7063968 COMMONWEALTH OF VIRGINIA

By:
Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 13th day of May , 2021 .

SureTec Insurance Company

By: M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: Richard R. Grinnan, Vice President and Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221140
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

# Markel Insurance Company

**THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION**

## Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

Markel Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

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