Norman Public Schools
Minutes of the Regular Meeting of the Board of Education

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

Monday, April 10, 2023

The meeting was called to order at 6:00 PM

I. **Call to Order and Establish a Quorum**
Attendance Taken at 6:00 PM. **Present:** Tina Floyd, Dirk O'Hara, Annette Price, Alex Ruggiers, Chad Vice.

II. **Pledge of Allegiance**
The Pledge of Allegiance was led by Vice President Chad Vice.

III. **Special Agenda Items Presented by Dr. Nick Migliorino**
1. Certification of the Results of the Election for Office #3 School Board Member - The results of the election for School Board Member for Office #3 were presented.
2. Swearing-In of Annette Price, Office #3 School Board Member
3. The first meeting following the annual election is the appropriate time for the reorganization of the Board and the election of the following positions for a term of one (1) year and until a successor is elected and qualified.
   a. Election of Board of Education Vice President
   b. Election of Board of Education President
   c. District Staff Required by Oklahoma State Law - (1) Clerk of the Board and Minute Clerk, (2) First Deputy Clerk of the Board and First Deputy Minute Clerk, (3) Second Deputy Clerk of the Board, Second Deputy Minute Clerk, (4) Encumbrance Clerk, (5) Deputy Encumbrance Clerk, (6) Treasurer and (7) Deputy Treasurer

Motion to elect Tina Floyd Board of Education Vice President. This motion, made by Dirk O'Hara and seconded by Alex Ruggiers, Passed. Tina Floyd: Abstain (Without Conflict), Dirk O'Hara: Yea, Annette Price: Yea, Alex Ruggiers: Yea, Chad Vice: YeaMotion to elect Dirk O'Hara Board of Education President. This motion, made by Tina Floyd and seconded by Alex Ruggiers, Passed. Dirk O'Hara: Abstain (Without Conflict), Tina Floyd: Yea, Annette Price: Yea, Alex Ruggiers: Yea, Chad Vice: YeaMotion to elect Cathy Sasser Clerk of the Board and Minute Clerk, Natalie Eckert First Deputy Clerk of the Board and First Deputy Minute Clerk, Jill Eidson Second Deputy Clerk of the Board and Second Deputy Minute Clerk, Sharla Bruehl Encumbrance Clerk, Cameron Cox Deputy Encumbrance Clerk, Brenda Burkett Treasurer, Janine Warren Deputy Treasurer. This motion, made by Tina Floyd and seconded by Alex Ruggiers, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea, Alex Ruggiers: Yea, Chad Vice: Yea
Attendance Update Taken at 6:05 PM. **Absent:** Chad Vice.

IV. **Awards Presentations**

A. Amanda Kordeliski, Director of Libraries, received the Oklahoma Library Association's Distinguished Service Award - Presented by Holly McKinney
The Oklahoma Library Association's Distinguished Service Award is granted to a professional librarian in recognition of inspired leadership, devoted service, and unusual contributions to Oklahoma libraries and to the profession of librarianship. The award was presented to school library director Amanda Kordeliski for her exceptional advocacy for school libraries at the state and national level.

B. Molly Dettmann, Teacher Librarian at Norman North High School - Presented by Amanda Kordeliski
1. 2023 Oklahoma Library Association Polly Clarke Award, which honors an Oklahoma school librarian who has been instrumental in the establishment of an exemplary school library that serves the instructional needs of teachers, students, and administrators.
2. 2023 American Association of School Librarians' (AASL) Frances Henne Award, which recognizes a school librarian with five years or less experience who demonstrates leadership qualities with students, teachers, and administrators.

C. 2023 State DECA Awards - Norman North High School - Presented by Dr. Kimberly Garrett and Jamie Wilson

Osman Sandhu - Business Law & Ethics Team - 7th
Sohail Hami - Business Law & Ethics Team - 7th
Colby Pearce - Buying & Merchandising Team 1 - 1st
Michael Sullivan - Buying & Merchandising Team 1 - 1st
Lindsey Woodrow - Buying & Merchandising Team 2 - 3rd
Ady Hall - Buying & Merchandising Team 2 - 3rd
Miley Neidel - Hospitality Services Team 2 - 4th
Presley Neidel - Hospitality Services Team 2 - 4th
Serena Cai - Travel & Tourism Team - 4th
Jason Jenkins - Travel & Tourism Team - 4th
Jack Velunza - Business Finance - 6th
Caroline Holst - Food Marketing - 6th
Kross McGowan - Hotel & Lodging Management - 5th
Dylan Carlson - Human Resources Management - 4th
Logan Davis - Marketing Communications - 5th
Rewdan Tucci - Quick Serve Restaurant Management - 3rd
Brayden Karr - Retail Merchandising - 4th
Aiden Russell - Sports & Entertainment Marketing - 6th
Nathan Smith - Sports & Entertainment Marketing - 3rd
Eric McMullan - Sports & Entertainment Marketing - 7th
Brady Fisher - Personal Financial Literacy - 1st
Sarah Shuman - Personal Financial Literacy - 4th
Dekan Myers - Finance Operations Research - 1st
Natalie Pennell - Community Giving Project - 3rd
McCartney Holmes - Community Giving Project - 3rd
Wyatt Kelly - Sales Project - 1st
Gavin Williams - Sales Project - 1st
Setayesh Kazempoor - International Business Plan - 1st
Hailey Paige - International Business Plan - 1st

D. Years of Service Awards - Presented by Holly Nevels

15 Years

Light, Tara, Adams Elementary
Landez, David, Central Services Center
Ellis, Deborah, Curriculum Center
Hutchison, Anne, Dimensions
Mace, Linda, Dimensions
Massey, Curtis, Eisenhower Elementary
Floch, Cristin, Irving Middle School
Hendrick, Mary, Irving Middle School
Phillips, Linda, Irving Middle School
Baca, Darla, Jackson Elementary
Jenkins, Jennifer, Jackson Elementary
Desouza, Lashawna, Jefferson Elementary
Palermo, Paula, Lakeview Elementary
Smith, Jennifer, Madison Elementary
Hensley, Melissa, Monroe Elementary
Jackson, Gena, Monroe Elementary
Abell, Stephania, Norman High School
Ray, Tanner, Norman High School
Corbett, Phillip, Norman North High School
Dewberry, Tammy, Norman North High School
Dolejsi, Bradley, Norman North High School
Mudd, Michael, Norman North High School
Brown, Brooke, Roosevelt Elementary
Bynum, Christy, Special Services Center
Clemons, Kyla, Special Services Center
Curry, Megan, Special Services Center
Hatfield, Ronna, Special Services Center
Wiley, Kevin, Special Services Center
Tsetsura, Yuriy, Transportation Center
Howerter, Virginia, Truman Elementary
Satterlee, John, Warehouse
Tapscott, Pamala, Warehouse
Trumble, Tammy, Washington Elementary
Esker, Leah, Whittier Middle School
Olsen, Elizabeth, Whittier Middle School
Osborn, Jennifer, Whittier Middle School

Grissom, Devin, Norman High School
Kupec, Abbey, Norman High School

20 Years

Satterlee, Mary, Adams Elementary
Tryggestad, Paul, Dimensions
Chesley, Kevin, Irving Middle School
Huntley, Tracy, Jackson Elementary
Jacobs, Gariann, Kennedy Elementary
Milligan, Melanie, Lincoln Elementary
Bedigrew, Scott, Norman North High School
Brownfield, Steven, Norman North High School
Minadeo-Cook, Monica, Norman North High School
Worster Lawson, Amber, Norman North High School
Barthelme, Lisa, Roosevelt Elementary
Martini, Shalia, Roosevelt Elementary
Barlow, Nicole, Special Services Center
Johnston, Michelle, Technology Services Center
Parker, Patsy, Transportation Center
Goodwin, Natalie, Truman Elementary
Houston, Tracy, Truman Elementary
Connery, Lori, Washington Elementary
Luther, Larissa, Washington Elementary

25 Years

Cagle, Tera, Adams Elementary
Clark, Wesley, Adams Elementary
Nashert, Shelley, Administrative Services Center
Harmon, Barbara, Cleveland Elementary
Surowicz, Brenda, Cleveland Elementary
Griffitts, Donald, Dimensions
Nicholson, Kayla, Dimensions
Thompson, Klaudine, Health Services Center
Schuchman, Nan, Jefferson Elementary
Toperzer, Jennifer, Jefferson Elementary
Thornburgh, Dana, Longfellow Middle School
Smith, Linda, Madison Elementary
Pangburn, Martha, Norman High School
Pippins, Darcy, Norman High School
Waddell, Steve, Norman High School
Kammerlocher, Ruth, Special Services Center
Berglan, Lyndon, Technology Services Center
Brogden, Michelle, Technology Services Center
Fisher, Christy, Technology Services Center
Lenington, Mark, Washington Elementary
Waiters, Beverly, Washington Elementary
Dingler, Stacee, Whittier Middle School

30 Years

Eley, Lori, Cleveland Elementary
Colwell, Sandra, Eisenhower Elementary.
Martinez, Rhonda, Jefferson Elementary
Wright, Dennis, Jefferson Elementary
Gentry, Jennifer, Lincoln Elementary
Shaw, Jennifer, Norman High School
Roberts, Arthur, Norman North High School
Wolfe, Brian, Reagan Elementary
Sewell, Patty, Technology Services Center
Tune, Luanne, Truman Elementary
Arce, Tamara, Washington Elementary

35 Years

Bruehl, Sharla, Administrative Services Center
Becker, Ronnie, Central Services Center
Shofner, Annette, Jefferson Elementary
Goff, Ann, Lincoln Elementary

40 Years

Warren, Judith, Cleveland Elementary
McGill, Jane, Jefferson Elementary

V. **Public Communications**

Evan Dunn spoke on the topic of posture awareness.

Attendance Update Taken at 6:20 PM. **Absent:** Alex Ruggiers.

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

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

VI.A. **Purchase Orders (Encumbrances and/or bills to be paid for fiscal year 2022-2023)**

Purchase Orders: #23006382 - #23007256
General Fund - $558,273.22
Building Fund - $0
Child Nutrition - $702,584.58
Bond Funds - $231,313.34
Sinking Funds - $0
Trust Funds - $150,000.00
School Activity Fund - $198,913.43

VI.B. **Board of Education Minutes for the Regular Meeting on March 6, 2023 and the Special Meeting on March 20, 2023**

VI.C. **Purchase Requests**

1. (40) 10.2 inch iPads 64GB for Reagan Elementary from Apple Inc. in the amount of $11,760.00.
2. (14) Laptop and Tablet Charging Stations for Washington Elementary from Interworld Highway LLC in the amount of $10,471.10.
3. Onsite Professional Development Days for All Saints Catholic School from Marzano Resources LLC in the amount of $13,000.00.
4. (96) Dome Skylights for Norman High from CSL Materials in the amount of $42,082.00.
5. (180) 75" Samsung LED TVs and Peerless-AV wall mounts for Alcott, Irving, Longfellow, and Whittier from Best Buy Stores LP in the amount of $170,649.00.
6. Handicap Operator Integrations and Upgrades for Alcott Middle School from Digi Security Systems in the amount of $72,798.24.
7. Handicap Operator Integrations and Upgrades for Jefferson Elementary from Digi Security Systems in the amount of $33,240.57.
8. Locker Room Access Control System for Norman North from Digi Security Systems in the amount of $12,715.17.

VI.D. **Treasurer's Report for the period through March 31, 2023**

VI.E. **Investment Report (presented for information only - vote acknowledges receipt)**

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

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

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

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

VI.H. **Agreements, Contracts and Renewals for Fiscal Year 2022-2023**

1. **ALTERNATIVE EDUCATION (Paul Tryggestad)**
   a. Agreement between Norman Public Schools and Imagine Learning (ExpandED) for internet-based learning management software as a service for Summer School
2. **SPECIAL SERVICES (Gayla Mears)**
   a. MOU Agreement with JD McCarty Center for Private Applied Behavior Analysis (ABA) therapy for Students in the School Setting

VI.I. **Agreements, Contracts and Renewals for Fiscal Year 2023-2024**

VI.I.1. **SPECIAL SERVICES (Gayla Mears)**

a. Agreement with the State of Oklahoma Department of Rehabilitation Services (DRS) Project SearchTM for Training, Placement, and Employment.
b. Agreement with State of Oklahoma Department of Rehabilitation Services (DRS) Transition School-To-Work: Work Study

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

Operations

a. Memorandum of Sublease Agreement and Ground Lease Agreement between Oklahoma Electric Cooperative and Norman Public Schools
b. 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
c. Agreement for Services between Walker Companies and Norman Public Schools
d. Property Management Agreement with Touchstone Management
e. On-Call Services Agreement and Supplemental Schedule between MA+ Architecture and Norman Public Schools
f. Sodexo Management, Inc Agreement for Custodial Services

Emergency Management

a. Memorandum of Agreement between Bethel Baptist Church and Norman Public Schools for the use of facilities/equipment as an emergency evacuation site for students
b. Memorandum of Agreement between Cross Pointe Church and Norman Public Schools for

the use of facilities/equipment as an emergency evacuation site for students
c. Memorandum of Agreement between Wildwood Community Church and Norman Public Schools for the use of facilities/equipment as an emergency evacuation site for students

Facilities Management

a. Service Agreement between Norman Public Schools and Won-Door for FireGuard Door Maintenance and Testing
b. Clifford Power Systems Agreement for parts and services necessary to perform periodic planned maintenance
c. Streets LLC, Mechanical Contractors Parts and Services Agreement
d. Service Agreement with Firetrol Protection for Fire Alarm Systems, Sprinkler System Inspections, Fire Alarm Cell Service, & Master Monitoring
e. Service Agreement between Norman Public Schools and Burgess Company for Rolling Steel and Side Acting Fire Door Service and Maintenance
f. Service Agreement between Norman Public Schools and Clean Uniform Company for Uniforms
g. Service Agreement between Norman Public Schools and Red Baker Propane for Propane for Lakeview
h. Service Agreement between Norman Public Schools and Panco for Annual Maintenance
i. Service Agreement between Norman Public Schools and Allied Elevator LLC for Platform Lift
j. Amended Service Agreement between Norman Public Schools and US Fleet Tracking for GPS tracking services
k. Technical Environmental Consulting and Analysis, Inc. (TEC-AN, Inc.) for an Asbestos Operations and Maintenance Program
l. Service Agreement between Norman Public Schools and Schindler Elevator Corporation for Elevator Inspections and Maintenance
m. Medley Maintenance Agreement

Warehouse

a. Agreement between FP Mailing Solutions/RK Black, Inc. and Norman Public Schools for Mailing Processor
b. Maintenance Agreement for Print Shop Printer with Sumner One
c. Contract with Xerox for Large Print Production Printers and Print Services

VI.I.3. **BUSINESS SERVICES (Brenda Burkett)**

a. Consent Form from Ohiopyle Prints Inc. for Sale of Product
b. Consent Form from Pel Industries, Inc. for Sale of Product at Local Retailers
c. Agreement between Norman Public Schools and True Sky Credit Union for an Affinity Card Program (Visa® Check Card) and Use of School Symbol and Logo
d. Oklahoma Purchasing Card Participation Agreement Renewal between Norman Public Schools and JPMorgan Chase Bank, N.A.
e. FrontLine Technologies Group LLC dba Frontline Education Master Services Agreement for Software and Services

VI.I.4. **STUDENT SERVICES (Stephanie Williams)**

a. Agreement with Compliance Resource Group for Student Drug Testing
b. Agreement between Oklahoma School Pictures and Norman Public Schools for all district photography services

VI.I.5. **COUNSELING & STUDENT ADVOCACY (Kitrena Hime)**

a. Master Services agreement with Project Wayfinder, Inc. for Curriculum Services

VI.I.6. **EDUCATIONAL SERVICES - MEDIA SERVICES (Amanda Kordeliski)**

a. Library Automation Services Agreement with Pioneer Library System

VI.I.7. **TECHNOLOGY SERVICES (Christy Fisher)**

a. Ratify Contract with Digi Security Systems for Installation and Maintenance of Security Items
b. Filewave Mobile Device Management (MDM) - a contract to support MDM solution for device management as part of student engagement initiative
c. Agreement with Gaggle.net, Inc. for Gaggle Safety Management for Google email and drive for all student's district wide
d. Infinite Campus End User License Agreement - Software Maintenance
e. Visitor Management Software License Renewal from School Safe ID for District Wide use
f. Incident IQ End User License agreement to the Incident IQ Equipment tracking and work order software maintenance

VI.I.8. **ATHLETICS (T.D. O'Hara)**

a. Bedford Agency (BA) Name, Image and Likeness (NIL) Training workshops Agreement for coaches

VI.J. **Easement request from OG&E for relocation of power lines at McKinley Elementary School**

VI.K. **Supplemental Schedule No. 06 to Master Agreement between Norman Public Schools and MIDL Architects, LLC**

VI.L. **Assignment of Purchase and Sale Agreement by Fleske Holding Company, LLC to Norman Board of Education**

VI.M. **Contract for Architectural Services between Norman Public Schools and MA+ Architecture, LLC**

VI.N. **Contract for Architectural Services between Norman Public Schools and CWA Group, LLC**

VI.O. **Contract for Architectural Services between Norman Public Schools and LWPB Architecture, Inc.**

VI.P. **Service Agreement with Logan Monks dba Monks Landscaping Management, LLC**

VI.Q. **Activity Fund Raising Reports with Proposed Events**

1. Norman High School - Rho Kappa
2. Irving Middle School - Solar Club
3. Cleveland Elementary School - After-School Club
4. Washington Elementary School - Fifth Grade

VII. **Additional Agenda Items**

VII.A. **Renewal/Continued Employment of all Certified Teachers Currently on a Certified Teacher Contract and not Recommended for Nonrenewal or Dismissal**

Presented by Holly Nevels for Action

Motion to approve the continued employment for the 2023-24 school year of certified teachers currently on a certified teacher contract. This motion, made by Tina Floyd and seconded by Annette Price, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea

VII.B. **Proposed 2024-25 Academic Calendar**

Presented by Holly Nevels for Action

Motion to approve the proposed 2024-25 Norman Public Schools Academic Calendar as presented. This motion, made by Tina Floyd and seconded by Annette Price, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea

VII.C. **Graduation Cohort Annual Report**

Presented by Jennifer Beer for Information

The Annual Graduation Cohort Report was presented for the Board to review and discuss.

VII.D. **Proposed Revisions in Board of Education Policy 2006 - Fiscal Management**

Presented by Brenda Burkett for Information

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

There was no new business presented at this meeting.

IX. **Administrative Staff Reports**

Dr. Nick Migliorino spoke on the following topics:
- Reminded everyone to get out and attend one of the numerous events happening in the district.
- The retirement of Brad Benson and applauded him for his years of service and dedication to the students and district.
- The Celebration of excellence and gave a shout-out to Sarah Seymore and her team for their work and accomplishments.
- Welcomed new board member Annette Price.

X. **Board of Education Reports**

Dirk O'Hara welcomed new board member Annette Price. He then thanked Cindy Nashert for her passion, hard work and dedication during her 10 years of serving as a Norman Public Schools board member. Annette Price stated that she is humbled, hopeful and joyful to serve as a School Board Member and looks forward to being a member of this team and putting kids first in all that she does.

XI. **Adjournment**

7:15 PM Motion to adjourn. This motion, made by Tina Floyd and seconded by Annette Price, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea

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Dirk O'Hara, Board of Education President

_____

Cathy Sasser, Board Clerk

(Seal)

EXPENDITURE DIMENSIONS

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

OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 02/28/2023 TO 04/03/2023 CURRENT YEAR POs

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Line Description
DETAILS FOR ACCOUNT: 11.0000.00000.030.0000.0000.000.000. WAREHOUSE INVENTORY							
23006628	001	013352	TIMBER CREEK PAPER INC	03/08/23	448.00	448.00	WAREHOUSE PAPER STOCK OF PAPER, C
23007223	001	000173	INTERSTATE BATTERY CENTER	04/03/23	182.10	182.10	BATTERY, AA ALKALINE* FOR WAREHOU
23007223	002	000173	INTERSTATE BATTERY CENTER	04/03/23	182.10	182.10	BATTERY, AAA ALKALINE ** WAREHOUS
					812.20	812.20	
DETAILS FOR ACCOUNT: 11.0002.51000.653.0239.0000.000.089. COMPUTERS							
23006661	001	013967	ESCHENBACH OPTIK OF AMERICA,	03/09/23	30.25	30.25	SKU 1651-1P MOBILUX DIGITAL TOUCH
23006661	002	013967	ESCHENBACH OPTIK OF AMERICA,	03/09/23	8.00	8.00	FREIGHT
					38.25	38.25	
DETAILS FOR ACCOUNT: 11.0003.51000.619.0100.0000.000.160. INSTR-GENERAL OFFICE SUPPLIES							
23006680	001	000015	STAPLES CONTRACT & COMMERCIAL	03/10/23	109.99	109.99	CLASSROOM AND OFFICE SUPPLIES SUC
					109.99	109.99	
DETAILS FOR ACCOUNT: 11.0003.51000.619.0100.1050.000.151. GENERAL OFFICE SUPPLIES							
23006850	001	001188	WESTCO LAMINATING SERVICES	03/20/23	252.00	252.00	6 ROLLS OF LAMINATION @ $42 EACH
					252.00	252.00	
DETAILS FOR ACCOUNT: 11.0003.51000.641.0100.1050.000.107. INSTRUCTIONAL-BOOKS							
23007228	001	000156	NO TEARS LEARNING INC	04/03/23	136.08	136.08	LEANRING WITHOUT TEARS
					136.08	136.08	
DETAILS FOR ACCOUNT: 11.0003.51000.653.0239.0000.000.501. TECH RELATED SUPPLIES							
23006489	001	500000	AMAZON.COM	03/03/23	160.78	160.78	BLACK TONER FOR SPED CLASSROOM PR
					160.78	160.78	
DETAILS FOR ACCOUNT: 11.0003.51000.681.0100.1050.000.112. INSTR-COCURRICULAR SUPPLIES							
23007128	001	000376	SUPER DUPER INC - SUPER DUPER	03/30/23	129.50	129.50	1 - SAY AND DO ACTION ARTIC COMBO
23007239	001	500000	AMAZON.COM	04/03/23	330.00	330.00	ORDER TO INCLUDE: 1) TICONDEROGA
					459.50	459.50	
DETAILS FOR ACCOUNT: 11.0003.51000.681.0251.0000.000.115. INSTR-COCURRICULAR SUPPLIES							
23007237	001	500001	AMAZON MARKETPLACE	04/03/23	200.00	200.00	JACKSON - G/T - WHITE CABINET FRE
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0003.51000.810.0100.0000.000.710. INSTRUCTION-DUES AND FEES							
23006908	001	000854	COLLEGE ENTRANCE EXAMINATION	03/22/23	198.00	198.00	COLLEGE BOARD MEMBERSHIP FEE 2022
					198.00	198.00	
DETAILS FOR ACCOUNT: 11.0003.52410.619.0000.0000.000.107. PRINC OFF-GEN OFFICE SUPPLIES							
23006673	001	005487	LAMINATING AND BINDING SOLUTI	03/10/23	80.00	80.00	LAMINATION
					80.00	80.00	
DETAILS FOR ACCOUNT: 11.0003.52410.619.0000.0000.000.120. PRINC OFF-GEN OFFICE SUPPLIES							
23006459	001	000528	COPELIN'S OFFICE CENTER	03/01/23	500.00	500.00	OFFICE SUPPLIES
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.0003.52410.619.0000.0000.000.705. PRINC OFF-GEN OFFICE SUPPLIES							
23006476	001	012951	SUMNER ONE INC	03/02/23	150.00	150.00	SCIENCE ROOM NEEDED BLACK INK FOR
					150.00	150.00	

OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 02/28/2023 TO 04/03/2023 CURRENT YEAR POs

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 11.0003.52410.653.0000.0000.000.120. PRINC OFF-COMPUTERS							
23006543	001	500001	AMAZON MARKETPLACE	03/07/23	63.00	63.00	BAR CODE SCANNER
					63.00	63.00	
DETAILS FOR ACCOUNT: 11.0003.52573.860.0000.0000.000.705. STAFF REGISTRATION & TUITION							
23006421	001	001325	CCOSA	03/01/23	100.00	100.00	CCOSA BUDGET CONFERENCE FOR GREG
23006473	001	001325	CCOSA	03/02/23	449.00	449.00	CCOSA SUMMER LEADERSHIP CONFERENC
					549.00	549.00	
DETAILS FOR ACCOUNT: 11.0003.52573.860.0430.0000.000.740. STAFF REGISTRATION & TUITION							
23006857	001	001325	CCOSA	03/21/23	449.00	449.00	REGISTRATION FOR LINDA MACE TO AT
					449.00	449.00	
DETAILS FOR ACCOUNT: 11.0006.51000.449.0100.0000.000.705. INSTRUCT-OTH RENT OR LEASE SER							
23006515	001	730002	UNIVERSITY OF OKLAHOMA	03/07/23	25,000.00	25,000.00	GRADUATION RENTAL FEE FOR LLOYD N
					25,000.00	25,000.00	
DETAILS FOR ACCOUNT: 11.0006.51000.449.0100.0000.000.710. INSTRUCT-OTH RENT OR LEASE SER							
23006516	001	730002	UNIVERSITY OF OKLAHOMA	03/07/23	25,000.00	25,000.00	GRADUATION @ LLOYD NOBLE 05/26/20
					25,000.00	25,000.00	
DETAILS FOR ACCOUNT: 11.0007.52213.810.0239.0000.000.089. INST STAFF TRAIN-DUES AND FEES							
23006655	001	011728	UTAH STATE UNIVERSITY	03/09/23	350.00	350.00	REGISTRATION FEE FOR THE TASK12 E
					350.00	350.00	
DETAILS FOR ACCOUNT: 11.0008.52213.641.0000.0000.000.001. INST STAFF TRAIN-BOOKS							
23007140	001	500000	AMAZON.COM	03/30/23	144.75	144.75	BOOKS FOR LEADERESHIP TEAM
					144.75	144.75	
DETAILS FOR ACCOUNT: 11.0008.52314.311.0000.0000.000.001. ELECTION-BOE SERV							
23006860	001	001760	CLEVELAND COUNTY ELECTION BOA	03/21/23	12,800.00	4,034.55	ADDITIONAL ELECTION EXPENSES BOE/
					12,800.00	4,034.55	
DETAILS FOR ACCOUNT: 11.0008.52317.355.0000.0000.000.001. DUE PROCESS							
23006939	001	013990	RINEER, HUGH	03/23/23	200.00	200.00	LEGAL SERVICES FOR DUE PROCESS HE
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0008.52319.583.0000.0000.000.001. OTH BOE-OUT OF STATE TRAVEL							
23006733	001	004289	NASHERT, CINDY	03/10/23	1,000.00	1,000.00	REIMBURSE OUT-OF-STATE TRAVEL
23006734	001	005266	VICE, CHAD	03/10/23	1,000.00	1,000.00	REIMBURSE OUT OF STATE TRAVEL
					2,000.00	2,000.00	
DETAILS FOR ACCOUNT: 11.0008.52573.583.0000.0000.000.001. INSERV TRAIN-OUT OF ST TRAVEL							
23006722	001	013674	HYATT HOTELS OF FLORIDA INC	03/10/23	2,536.08	2,536.08	HOTEL FOR ANNUAL NSBA CONFERENCE
					2,536.08	2,536.08	
DETAILS FOR ACCOUNT: 11.0009.52340.682.0000.0000.000.001. REFRESHMENTS/AWARDS/GIFTS							
23006654	001	000563	LIBERTY FLAGS INC	03/09/23	172.82	172.82	OKLAHOMA AND AMERICAN FLAGS TO RE
					172.82	172.82	

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DETAILS FOR ACCOUNT: 11.0011.52573.582.0000.0000.000.001. OUT OF DISTRICT TRAVEL							
23007023	001	012200	JP MORGAN CHASE BANK NA	03/27/23	750.00	750.00	RIVER SPIRIT HOTEL (2) ROOOM FOR
					750.00	750.00	
DETAILS FOR ACCOUNT: 11.0012.52511.810.0000.0000.000.001. BUSINESS-DUES AND FEES							
23007052	001	009033	TEACHER'S RETIREMENT SYSTEM O	03/28/23	8,956.54	8,956.54	OK TRS CONTRIBUTIONS FOR CINDY RO
					8,956.54	8,956.54	
DETAILS FOR ACCOUNT: 11.0013.51000.581.0410.1310.000.150. IN DISTRICT TRAVEL							
23007134	001	002419	SCHROEDER, LADONNA DIANE	03/30/23	50.00	50.00	MILEAGE REIMBURSEMENT FOR LADONNA
					50.00	50.00	
DETAILS FOR ACCOUNT: 11.0016.51000.681.0100.1120.000.504. INSTR-COCURRICULAR SUPPLIES							
23007015	001	000513	PETERS, VINCENT - SOONER TROP	03/24/23	40.95	40.95	TROPHIES FOR MIDDLE SCHOOL TOURNA
					40.95	40.95	
DETAILS FOR ACCOUNT: 11.0016.51000.681.0100.1173.000.170. COCURRICULAR SUPPLIES							
23007231	001	500000	AMAZON.COM	04/03/23	400.73	400.73	BLANKET PO FOR DIMENSIONS VISUAL
23007232	001	000560	BERCHER CERAMIC SUPPLY INC	04/03/23	200.00	200.00	BLANKET PO - SUPPLIES FOR DIMENSI
23007233	001	050009	WALMART	04/03/23	200.00	200.00	BLANKET PO FOR SUPPLIES FOR DIMEN
					800.73	800.73	
DETAILS FOR ACCOUNT: 11.0016.51000.681.0100.1173.000.500. INSTR-COCURRICULAR SUPPLIES							
23007018	001	500000	AMAZON.COM	03/24/23	300.00	300.00	ART SUPPLIES FOR IMS VISUAL ART S
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.0016.51000.681.0100.1173.000.502. INSTR-COCURRICULAR SUPPLIES							
23007054	001	500000	AMAZON.COM	03/28/23	442.44	442.44	SUPPLIES FOR VISUAL ART STUDENTS
					442.44	442.44	
DETAILS FOR ACCOUNT: 11.0016.51000.681.0100.1183.000.502. INSTR-COCURRICULAR SUPPLIES							
23007013	001	000125	JW PEPPER & SON INC	03/24/23	104.60	104.60	BLANKET PO FOR SHEET MUSIC
					104.60	104.60	
DETAILS FOR ACCOUNT: 11.0016.51000.681.0100.1184.000.504. INSTR-COCURRICULAR SUPPLIES							
23007015	001	000513	PETERS, VINCENT - SOONER TROP	03/24/23	162.00	162.00	TROPHIES FOR MIDDLE SCHOOL TOURNA
					162.00	162.00	
DETAILS FOR ACCOUNT: 11.0016.51000.681.0100.2811.000.710. COCURRICULAR SUPPLIES							
23007016	001	500000	AMAZON.COM	03/24/23	377.53	377.53	SUPPLIES FOR NNHS VISUAL ART STUD
23007230	001	500000	AMAZON.COM	04/03/23	1,015.27	1,015.27	BLANKET FOR NNHS ART SUPPLIES FOR
					1,392.80	1,392.80	
DETAILS FOR ACCOUNT: 11.0016.52213.582.0100.3000.000.705. OUT OF DISTRICT TRAVEL							
23006383	001	001523	ABELL, STEPHANIA	02/28/23	170.63	170.63	OKMEA TULSA MILEAGE REIMBURSEMENT
					170.63	170.63	
DETAILS FOR ACCOUNT: 11.0016.52640.656.0100.3002.000.088. MACHINERY							
23007143	001	001055	SOBEL PIANO SERVICE	04/03/23	1,100.00	1,100.00	PURCHASE OF PIANO HUMIDIFIER AND
					1,100.00	1,100.00	

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DETAILS FOR ACCOUNT: 11.0019.52132.653.0000.0000.000.050. TECH RELATED SUPPLIES							
23006802	001	013554	EZ WEB ENTERPRISES INC	03/20/23	288.59	288.59	INCREASED INVENTORY STORAGE
					288.59	288.59	
DETAILS FOR ACCOUNT: 11.0019.52132.657.0000.0000.000.050. UNIFORMS							
23006830	001	000591	B&C APPAREL LLC	03/20/23	50.00	50.00	EMBROIDERY FOR UNIFORMS
					50.00	50.00	
DETAILS FOR ACCOUNT: 11.0019.52319.522.0000.0000.000.050. OTH BOE-LIABILITY INSURANCE							
23006798	001	012413	AISSAOUI, DEANA	03/20/23	116.00	116.00	NSO REIMBURSEMENT FOR DEANA ASSAO
23006803	001	012682	JACKSON, SARAH	03/20/23	94.00	94.00	REIMBURSEMENT FOR NSO INSURANCE
					210.00	210.00	
DETAILS FOR ACCOUNT: 11.0020.52213.860.0251.0000.000.088. INST SF TRAIN-STAFF REG & TUIT							
23006879	001	013989	WILLIAM MARSH RICE UNIVERSITY	03/21/23	575.00	575.00	APSI 2023 HUMAN GEOGRAPHY FOR NEW
23006880	001	013989	WILLIAM MARSH RICE UNIVERSITY	03/21/23	575.00	575.00	APSI 2023 HUMAN GEOGRAPHY FOR NEW
					1,150.00	1,150.00	
DETAILS FOR ACCOUNT: 11.0024.52511.619.0000.0000.000.001. BUSINESS-GEN OFFICE SUPPLIES							
23006841	001	005958	WHITE, ROBERTA	03/20/23	93.50	93.50	REIMBURSE FOR NOTARY PACKAGE/STAM
					93.50	93.50	
DETAILS FOR ACCOUNT: 11.0025.51000.322.0100.0000.000.107. INSTRUCTIONAL SERVICES							
23006861	001	002562	TITUS, DAVID	03/21/23	250.00	250.00	LAKEVIEW AUTHOR VISIT - FULL DAY
					250.00	250.00	
DETAILS FOR ACCOUNT: 11.0025.51000.322.0100.0000.000.110. INSTRUCTIONAL SERVICES							
23007032	001	013986	KNAPP, JEFFERSON	03/27/23	250.00	250.00	ADAMS LIBRARY AUTHOR AM VISIT 04.
					250.00	250.00	
DETAILS FOR ACCOUNT: 11.0025.51000.322.0100.0000.000.112. INSTRUCTIONAL SERVICES							
23006862	001	011007	HARRISON, HANNAH E	03/21/23	250.00	250.00	CLEVELAND LIBRARY AUTHOR VISIT -
					250.00	250.00	
DETAILS FOR ACCOUNT: 11.0025.51000.322.0100.0000.000.120. INSTRUCTIONAL SERVICES							
23006426	001	010883	VENTRELLA, KIMBERLY	03/01/23	250.00	250.00	FULL-DAY AUTHOR VISIT TO JEFFERSO
					250.00	250.00	
DETAILS FOR ACCOUNT: 11.0025.51000.322.0100.0000.000.122. INSTRUCTIONAL SERVICES							
23006782	001	013981	ROEDER, VANESSA	03/16/23	250.00	250.00	KENNEDY LIBRARY AUTHOR VISIT - 4.
					250.00	250.00	
DETAILS FOR ACCOUNT: 11.0025.51000.322.0100.0000.000.125. INSTRUCTIONAL SERVICES							
23006425	001	002562	TITUS, DAVID	03/01/23	250.00	250.00	FULL-DAY AUTHOR VISIT TO LINCOLN
					250.00	250.00	
DETAILS FOR ACCOUNT: 11.0025.51000.322.0100.0000.000.140. INSTRUCTIONAL SERVICES							
23006588	001	011007	HARRISON, HANNAH E	03/08/23	250.00	250.00	EISENHOWER LIBRARY AUTHOR VISIT -
					250.00	250.00	

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DETAILS FOR ACCOUNT: 11.0025.51000.322.0100.0000.000.150. INSTRUCTIONAL SERVICES							
23006604	001	013966	KINGERY, TARYN	03/08/23	250.00	250.00	MONROE LIBRARY AUTHOR VISIT - 3.2
					250.00	250.00	
DETAILS FOR ACCOUNT: 11.0025.51000.322.0100.0000.000.165. INSTRUCTIONAL SERVICES							
23006424	001	011007	HARRISON, HANNAH E	03/01/23	250.00	250.00	FULL-DAY AUTHOR VISIT TO TRP LIBR
					250.00	250.00	
DETAILS FOR ACCOUNT: 11.0025.51000.322.0100.0000.000.500. INSTRUCTIONAL SERVICES							
23006606	001	008135	PROVINE, JEFFREY	03/08/23	250.00	250.00	IRVING LIBRARY AUTHOR VISIT - 5.1
					250.00	250.00	
DETAILS FOR ACCOUNT: 11.0025.52220.619.0000.0000.000.125. LIBR MEDIA-GEN OFFICE SUPPLIES							
23006995	001	500000	AMAZON.COM	03/24/23	295.00	295.00	SUPPLIES FOR LINCOLN LIBRARY
					295.00	295.00	
DETAILS FOR ACCOUNT: 11.0025.52220.619.0000.0000.000.500. LIBR MEDIA-GEN OFFICE SUPPLIES							
23007042	001	013987	UNIVERSITY OF CHICAGO	03/27/23	26.00	26.00	SHIPPING OVERAGE PO# 23005329
					26.00	26.00	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.092. LIBR MEDIA-PERIODICALS							
23006796	001	005190	COX SUBSCRIPTIONS INC	03/16/23	435.95	435.95	LIBRARY SERVICES PERIODICAL SUBSC
					435.95	435.95	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.107. LIBR MEDIA-PERIODICALS							
23006779	001	005190	COX SUBSCRIPTIONS INC	03/16/23	276.10	276.10	LAKEVIEW LIBRARY PERIODICAL SUBSC
					276.10	276.10	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.110. LIBR MEDIA-PERIODICALS							
23006795	001	005190	COX SUBSCRIPTIONS INC	03/16/23	281.82	281.82	ADAMS LIBRARY PERIODICAL SUBSCRIP
					281.82	281.82	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.112. LIBR MEDIA-PERIODICALS							
23006992	001	005190	COX SUBSCRIPTIONS INC	03/24/23	270.44	270.44	CLEVELAND LIBRARY PERIODICAL SUBS
					270.44	270.44	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.115. LIBR MEDIA-PERIODICALS							
23006987	001	005190	COX SUBSCRIPTIONS INC	03/24/23	258.36	258.36	JACKSON LIBRARY PERIODICAL SUBSCR
					258.36	258.36	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.120. LIBR MEDIA-PERIODICALS							
23007092	001	005190	COX SUBSCRIPTIONS INC	03/30/23	255.95	255.95	JEFFERSON LIBRARY PERIODICAL SUBS
					255.95	255.95	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.122. LIBR MEDIA-PERIODICALS							
23006578	001	005190	COX SUBSCRIPTIONS INC	03/08/23	272.05	272.05	KENNEDY LIBRARY PERIODICAL SUBSCR
					272.05	272.05	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.125. LIBR MEDIA-PERIODICALS							
23006793	001	005190	COX SUBSCRIPTIONS INC	03/16/23	278.57	278.57	LINCOLN LIBRARY PERIDOCAL SUBSCRI
					278.57	278.57	

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DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.130. LIBR MEDIA-PERIODICALS							
23007094	001	005190	COX SUBSCRIPTIONS INC	03/30/23	283.47	283.47	MADISON LIBRARY PERIODICAL SUBSCR
					283.47	283.47	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.135. LIBR MEDIA-PERIODICALS							
23006993	001	005190	COX SUBSCRIPTIONS INC	03/24/23	195.31	195.31	MCKINLEY LIBRARY PERIODICAL SUBSC
					195.31	195.31	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.140. LIBR MEDIA-PERIODICALS							
23006781	001	005190	COX SUBSCRIPTIONS INC	03/16/23	288.32	288.32	EISENHOWER LIBRARY PERIODICAL SUB
					288.32	288.32	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.145. LIBR MEDIA-PERIODICALS							
23006989	001	005190	COX SUBSCRIPTIONS INC	03/24/23	274.49	274.49	WILSON LIBRARY PERIODICAL SUBSCRI
					274.49	274.49	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.150. LIBR MEDIA-PERIODICALS							
23006550	001	005190	COX SUBSCRIPTIONS INC	03/07/23	280.17	280.17	MONROE LIBRARY PERIODICAL SUBSCRI
					280.17	280.17	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.151. PERIODICALS							
23006780	001	005190	COX SUBSCRIPTIONS INC	03/16/23	268.82	268.82	REAGAN LIBRARY PERIODICAL SUBSCRI
					268.82	268.82	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.153. LIBR MEDIA-PERIODICALS							
23006577	001	005190	COX SUBSCRIPTIONS INC	03/08/23	277.69	277.69	ROOSEVELT LIBRARY PERIODICAL SUBS
					277.69	277.69	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.155. LIBR MEDIA-PERIODICALS							
23006991	001	005190	COX SUBSCRIPTIONS INC	03/24/23	300.00	300.00	TRUMAN LIBRARY PERIODICAL SUBSCRI
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.160. LIBR MEDIA-PERIODICALS							
23006980	001	005190	COX SUBSCRIPTIONS INC	03/24/23	300.00	300.00	WASHINGTON LIBRARY PERIODICAL SUB
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.165. LIBR MEDIA-PERIODICALS							
23006576	001	005190	COX SUBSCRIPTIONS INC	03/08/23	270.07	270.07	TRUMAN PRIMARY LIBRARY PERIODCAL
					270.07	270.07	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.500. LIBR MEDIA-PERIODICALS							
23006985	001	005190	COX SUBSCRIPTIONS INC	03/24/23	354.94	354.94	IRVING MIDDLE SCHOOL LIBRARY PERI
					354.94	354.94	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.501. LIBR MEDIA-PERIODICALS							
23006575	001	005190	COX SUBSCRIPTIONS INC	03/08/23	331.94	331.94	ALCOTT LIBRARY PERIODICAL SUBSCRI
					331.94	331.94	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.502. LIBR MEDIA-PERIODICALS							
23006988	001	005190	COX SUBSCRIPTIONS INC	03/24/23	356.23	356.23	LONGFELLOW LIBRARY PERIODICAL SUB
					356.23	356.23	

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DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.504. LIBR MEDIA-PERIODICALS							
23006990	001	005190	COX SUBSCRIPTIONS INC	03/24/23	396.45	396.45	WHITTIER LIBRARY PERIODICAL SUBSC
					396.45	396.45	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.705. LIBR MEDIA-PERIODICALS							
23006794	001	005190	COX SUBSCRIPTIONS INC	03/16/23	255.25	255.25	NHS LIBRARY PERIODICAL SUBSCRIPTI
					255.25	255.25	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.710. LIBR MEDIA-PERIODICALS							
23006574	001	005190	COX SUBSCRIPTIONS INC	03/08/23	652.64	652.64	NNHS LIBRARY PERIODICAL SUBSCRIPT
					652.64	652.64	
DETAILS FOR ACCOUNT: 11.0027.52213.581.0000.0000.000.090. INST STAFF TRAIN-IN DIST TRAVE							
23006388	001	013605	RANDALL, KELSEY	02/28/23	100.00	100.00	MILEAGE FOR KELSEY RANDALL
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.0027.52213.641.0271.0000.000.090. INST STAFF TRAIN-BOOKS							
23006839	001	013934	LEAD4WARD LLC	03/20/23	300.00	300.00	Mentoring and Coaching: Helping N
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.0028.52560.540.0000.0000.000.001. INFO SERV-ADVERTISING							
23006944	001	000206	NEWSPAPER HOLDINGS INC	03/23/23	350.00	350.00	BLANKET PO FOR PUBLISHING RFP'S &
					350.00	350.00	
DETAILS FOR ACCOUNT: 11.0028.52573.582.0000.0000.000.001. INSERV TRAIN-OUT OF DIST TRAVE							
23007219	001	013886	COX, CAMERON	04/03/23	150.00	150.00	MILEAGE FOR TRIP TO TULSA, OK FOR
					150.00	150.00	
DETAILS FOR ACCOUNT: 11.0029.52620.424.0000.0000.000.050. BUILD OP-EXTERMINATION SERV							
23007097	001	011913	TERMINIX INTERNATIONAL CO LLC	03/30/23	10,000.00	10,000.00	PEST CONTROL SERVICE
					10,000.00	10,000.00	
DETAILS FOR ACCOUNT: 11.0029.52620.433.0000.0000.000.050. COOLING SERVICES							
23006878	001	013439	ROBERT BOWLES	03/21/23	2,500.00	2,500.00	SERVICE/REPAIR PUMPS/MOTORS
					2,500.00	2,500.00	
DETAILS FOR ACCOUNT: 11.0029.52620.438.0000.0000.000.050. BUILD OP-OTH BUILDING SERV							
23006523	001	004721	SHARP, CATHY	03/07/23	3,000.00	3,000.00	SERVICE ON WATER WELLS AT WASHING
23006820	001	004721	SHARP, CATHY	03/20/23	5,000.00	5,000.00	SERVICE ON WATER WELLS AT WASHING
23006883	001	000565	PANCO INC	03/21/23	8,000.00	8,000.00	HVAC MONITORING/SERVICE FOR THE D
					16,000.00	16,000.00	
DETAILS FOR ACCOUNT: 11.0029.52620.438.0000.0000.000.705. BUILD OP-OTH BUILDING SERV							
23006747	001	000543	JACKSON BOILER AND TANK CO	03/15/23	5,519.17	5,519.17	REPLACE EXPANSION TANK, TWO AUTO
					5,519.17	5,519.17	
DETAILS FOR ACCOUNT: 11.0029.52620.449.0000.0000.000.095. BUILD OP-OTH RENT OR LS SERV							
23007104	001	001292	UNITED RENTAL (NORTH AMERICA)	03/30/23	9,000.00	9,000.00	RENTAL ON EQUIPMENT
					9,000.00	9,000.00	

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DETAILS FOR ACCOUNT: 11.0029.52620.618.0000.0000.000.050. BUILD OP-CLEAN & MAINT SUP							
23006423	001	010130	FERGUSON ENTERPRISES INC	03/01/23	1,000.00	523.83	PLUMBING SUPPLIES
23006445	001	013693	R & R BLDG SPECIALTIES, INC	03/01/23	1,000.00	1,000.00	WALL MOUNTED URINAL/SIGHT SCREENS
23006533	001	013200	ALPHA OMEGA WOODWORKS LLC	03/07/23	1,000.00	1,000.00	CARPETER SUPPLIES/SERVICE
23006591	001	001522	HAGAR RESTAURANT EQUIPMENT SE	03/08/23	2,500.00	2,500.00	HVAC/APPLIANCE SUPPLIES
23006656	001	010329	ANIXTER INC	03/09/23	4,000.00	4,000.00	SECURITY SUPPLIES
23006660	001	001234	BIG RED SUPPLY INC	03/09/23	4,000.00	4,000.00	PLUMBING SUPPLIES
23006824	001	001285	HARBOR FREIGHT TOOLS USA INC	03/20/23	750.00	750.00	SUPPLIES
23006886	001	001427	METRO TURF OPE	03/21/23	2,000.00	2,000.00	MOWER/TRACTOR SUPPLIES
23006894	001	013207	BINFORD SUPPLY LLC	03/21/23	3,000.00	3,000.00	SERVICE/REPAIR/SUPPLIES
23006949	001	500000	AMAZON.COM	03/23/23	6,000.00	6,000.00	MISC. SUPPLIES
23006950	001	000371	LOWE'S HOME CENTERS INC	03/23/23	10,000.00	10,000.00	MISC SUPPLIES
23006953	001	001234	BIG RED SUPPLY INC	03/23/23	4,000.00	4,000.00	PLUMBING SUPPLIES
23007103	001	013241	GREG BRYANT ENTERPRISES INC	03/30/23	5,000.00	5,000.00	SERVICE/SUPPLIES
23007106	001	000382	HOME DEPOT USA INC	03/30/23	1,000.00	1,000.00	MISC. SUPPLIES PCARD
					45,250.00	44,773.83	
DETAILS FOR ACCOUNT: 11.0029.52620.653.0000.0000.000.095. BUILD OP-COMPUTERS							
23006687	001	500000	AMAZON.COM	03/10/23	1,000.00	1,000.00	PRINTER INK
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 11.0029.52620.810.0000.0000.000.095. BUILD OP-DUES AND FEES							
23006922	001	010881	WILLIAMS, GLEN	03/22/23	200.00	200.00	REIMBURSEMENT ON LICENSE
23007111	001	005678	WHEELER, MATTHEW	03/30/23	200.00	200.00	REIMBURSEMENT ON LICENSE
					400.00	400.00	
DETAILS FOR ACCOUNT: 11.0029.52670.438.0000.0000.000.050. SAFETY-OTH BUILDING SERV							
23006401	001	000807	FIRETROL PROTECTION SYSTEMS	03/01/23	5,000.00	5,000.00	FIRE EXTINGUISHER,SUPPRESSIONS AN
23006659	001	000807	FIRETROL PROTECTION SYSTEMS	03/09/23	5,000.00	5,000.00	FIRE EXTINGUISHER,SUPPRESSIONS AN
					10,000.00	10,000.00	
DETAILS FOR ACCOUNT: 11.0030.52530.611.0000.0000.000.092. PRNT/PUB/DUP-PAPER SUPPLIES							
23006865	001	730109	UNIVERSITY OF OKLAHOMA	03/21/23	480.00	480.00	PAPER FOR ALL CITY
23007082	001	010090	IMAGENET CONSULTING LLC	03/29/23	400.00	400.00	2 VINYL 36 INCHES @ 120 1 VINYL 4
					880.00	880.00	
DETAILS FOR ACCOUNT: 11.0030.52530.619.0000.0000.000.092. PRNT/PUB/DUP-GEN OFFICE SUPPLI							
23006866	001	013543	DAHILL OFFICE TECHNOLOGY CORP	03/21/23	283.99	283.99	STAPLES FOR MACHINES
					283.99	283.99	
DETAILS FOR ACCOUNT: 11.0034.00000.030.0000.0000.000.000. TECHNOLOGY INVENTORY							
23007003	001	000743	DELL COMPUTER CORP	03/24/23	5,000.00	5,000.00	IT STORE SUPPLIES ATTENTION PATTY
					5,000.00	5,000.00	
DETAILS FOR ACCOUNT: 11.0041.52571.337.0000.0000.000.001. OTH PROFESSIONAL SERVICES							
23006792	001	007160	ROBERSON, BETH	03/16/23	58.25	58.25	REIMBURSEMENT FOR OSBI FINGERPRIN
23007099	001	050034	ACCUFAX	03/30/23	5,000.00	5,000.00	BACKGROUND CHECKS FOR NEW EMPLOYE
					5,058.25	5,058.25	
DETAILS FOR ACCOUNT: 11.0041.52571.619.0000.0000.000.001. RECR/PLACE-GEN OFFICE SUPPLIES							
23006791	001	000041	B & H PHOTO & ELECTRONICS	03/16/23	500.00	500.00	MISC SUPPLIES FOR ID MAKER IN PER
					500.00	500.00	

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DETAILS FOR ACCOUNT: 11.0041.52573.860.0000.0000.000.001. INSERV TRAIN-STAFF REG & TUITI							
23006469	001	008175	STATE OF OKLAHOMA	03/01/23	150.00	150.00	REGISTRATION FOR LANGSTON 2023 SP
23006652	001	000457	OKLAHOMA ASSOCIATION OF SCHOO	03/09/23	200.00	200.00	NIKKI NEWMAN REGISTRATION TO ATTE
23006863	001	730056	UNIVERSITY OF OKLAHOMA	03/21/23	125.00	125.00	TEACHER JOB FAIR REGISTRATION MAR
23006864	001	710002	OKLAHOMA STATE UNIVERSITY	03/21/23	125.00	125.00	REGISTRATION FOR EVELYN KWANZA TO
					600.00	600.00	
DETAILS FOR ACCOUNT: 11.0043.52530.550.0000.0000.000.096. PRNT/PUB/DUP-PRINTING & BINDIN							
23006940	001	004482	WALKER COMPANIES	03/23/23	1,000.00	1,000.00	LOGOS AND SIGNAGE
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 11.0043.52640.439.0000.0000.000.096. OTHER EQUIPMENT & VEHICLE SERV							
23006946	001	012409	HENNESSY INDUSTRIES LLC	03/23/23	500.00	500.00	REPAIRS & SERVICE FOR SHOP EQUIPM
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.0043.52720.619.0000.0000.000.096. VEH OP-GEN OFFICE SUPPLIES							
23006833	001	500001	AMAZON MARKETPLACE	03/20/23	500.00	342.09	MISC AND OFFICE SUPPLIES
					500.00	342.09	
DETAILS FOR ACCOUNT: 11.0043.52740.439.0000.0000.000.096. VEH SERV-OTH EQUIP & VEH SERV							
23006395	001	013240	HOLT TRUCK CENTERS OF OKLAHOM	03/01/23	30,000.00	30,000.00	BUS REPAIRS AND SERVICES.
23006402	001	008265	T & W TIRE LLC	03/01/23	14,439.68	14,439.68	TIRE SERVICES
23006422	001	000336	MIDWEST BUS SALES INC	03/01/23	3,000.00	2,432.39	BUS REPAIRS
23006518	001	000336	MIDWEST BUS SALES INC	03/07/23	7,000.00	6,591.86	BUS REPAIRS
23006811	001	013722	SLB MANAGEMENT OF OK, LLC	03/20/23	5,000.00	5,000.00	VEHICLE REPAIRS & SERVICE
23006835	001	013710	FOWLER DODGE INC	03/20/23	3,500.00	3,500.00	VEHICLE REPAIRS & SERVICE
23006837	001	013730	G AND S AUTOMOTIVE	03/20/23	2,000.00	552.61	VEHICLE REPAIRS & SERVICE
23006942	001	013600	SBC RHC F NORM, LP	03/23/23	1,100.00	1,100.00	VEHICLE REPAIRS AND SERVICES
23006943	001	013240	HOLT TRUCK CENTERS OF OKLAHOM	03/23/23	5,000.00	5,000.00	VEHICLE REPAIRS AND SERVICES
23006952	001	013730	G AND S AUTOMOTIVE	03/23/23	1,000.00	261.17	VEHICLE REPAIRS & SERVICE
					72,039.68	68,877.71	
DETAILS FOR ACCOUNT: 11.0043.52740.612.0000.0000.000.096. VEH SERV-AUTO AND BUS SUPPLIES							
23006681	001	008265	T & W TIRE LLC	03/10/23	11,505.68	11,505.68	TIRES CONTRACT# SW0024B
23006832	001	001253	FIRESTONE COMPLETE AUTO CARE	03/20/23	2,500.00	2,500.00	TIRES
					14,005.68	14,005.68	
DETAILS FOR ACCOUNT: 11.0043.52740.623.0000.0000.000.096. VEH SERV-DIESEL							
23006405	001	000531	RED ROCK DISTRIBUTING CO	03/01/23	46,507.86	46,507.86	FUEL
23006947	001	000531	RED ROCK DISTRIBUTING CO	03/23/23	30,000.00	30,000.00	FUEL
					76,507.86	76,507.86	
DETAILS FOR ACCOUNT: 11.0043.52740.653.0000.0000.000.096. TECH RELATED SUPPLIES							
23006836	001	006297	247 SECURITY INC	03/20/23	150.00	150.00	WIRELESS ACCESS POINT ANTENNA KIT
					150.00	150.00	
DETAILS FOR ACCOUNT: 11.0043.52740.810.0000.0000.000.096. VEH SERV-DUES AND FEES							
23006838	001	013975	SNELSON, KRYSTAL	03/20/23	71.50	71.50	CDL REIMBURSEMENT
23006959	001	013988	COLBENSON, ROBERT	03/23/23	71.50	71.50	CDL REIMBURSEMENT
23007027	001	014000	CARBAJAL, BRIANNA	03/27/23	71.50	71.50	CDL REIMBURSEMENTS
23007028	001	002487	HARJO, LUCYANN	03/27/23	59.82	59.82	CDL REIMBURSEMENTS

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23007029	001	011049	THOMAS, GREGORY ALAN	03/27/23	71.50	71.50	CDL REIMBURSEMENTS
23007030	001	012882	RALSTON, JEREMY	03/27/23	71.50	71.50	CDL REIMBURSEMENTS
					417.32	417.32	
DETAILS FOR ACCOUNT: 11.0044.52240.614.0000.0000.000.001. TESTING SUPPLIES & MATERIALS							
23006752	001	003113	ACADEMIC THERAPY PUBL INC	03/16/23	650.00	650.00	LIGHTS RETENTION FORMS, PARENT GU
					650.00	650.00	
DETAILS FOR ACCOUNT: 11.0044.52573.860.0000.0000.000.001. INSERV TRAIN-STAFF REG & TUITI							
23006608	001	000734	OKLAHOMA STATE SCHOOL BOARDS	03/08/23	100.00	100.00	VIRTUAL TRAINING BY OSSBA ON STUD
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.0055.52213.860.0000.0000.000.050. INST SF TRAIN-STAFF REG & TUIT							
23006658	001	011470	OKLAHOMA DEPARTMENT OF MENTAL	03/09/23	750.00	750.00	CONFERENCE REGISTRATION FOR AMY M
					750.00	750.00	
DETAILS FOR ACCOUNT: 11.0056.52213.619.0000.0000.000.050. GENERAL OFFICE SUPPLIES							
23006528	001	500000	AMAZON.COM	03/07/23	100.00	100.00	ITEMS FOR DISTRICT STUDENT GROUPS
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.0070.52560.530.0000.0000.000.001. COMMUNICATION SERVICES							
23007078	001	013851	KOCH COMMUNICATIONS	03/28/23	500.00	500.00	GOOGLE ANALYTICS TRANSFER OF DATA
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.0071.52660.653.0000.0000.000.050. TECH RELATED SUPPLIES							
23006814	001	500000	AMAZON.COM	03/20/23	100.00	100.00	BLANKET PO FOR TECHNOLOGY RELATED
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.0073.52199.682.0430.0000.000.740. REFRESHMENTS/AWARDS/GIFTS							
23006481	001	000201	LITTLE CAESARS PIZZA	03/02/23	100.00	100.00	COX GRANT PIZZA FOR THE EVENING S
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.0333.52340.619.0000.0000.000.092. GENERAL OFFICE SUPPLIES							
23007202	001	000808	BACKSTAGE LIBRARY WORKS	04/03/23	112.00	112.00	BARCODES FOR NPS TEXTBOOKS $56.00
					112.00	112.00	
DETAILS FOR ACCOUNT: 11.0367.51000.611.0427.1050.000.115. PAPER SUPPLIES							
23006822	001	500001	AMAZON MARKETPLACE	03/20/23	210.00	210.00	JACKSON-RSA-LINED SENTENCE STRIPS
					210.00	210.00	
DETAILS FOR ACCOUNT: 11.0367.51000.619.0427.1110.000.140. GENERAL OFFICE SUPPLIES							
23006812	001	001188	WESTCO LAMINATING SERVICES	03/20/23	368.00	368.00	ROLLS OF LAMINATION FOR SCHOOL -
					368.00	368.00	
DETAILS FOR ACCOUNT: 11.0367.51000.641.0427.1132.000.107. BOOKS							
23007045	001	013306	VENTRIS LEARNING LLC	03/27/23	442.64	442.64	TEACHER MANUALS UFLI FOUNDATION
					442.64	442.64	
DETAILS FOR ACCOUNT: 11.0367.51000.641.0427.1132.000.110. BOOKS							
23007045	001	013306	VENTRIS LEARNING LLC	03/27/23	442.64	442.64	TEACHER MANUALS UFLI FOUNDATION
					442.64	442.64	

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DETAILS FOR ACCOUNT: 11.0367.51000.641.0427.1132.000.112. BOOKS								
23007045	001	013306	VENTRIS LEARNING LLC	03/27/23	442.64	442.64	TEACHER MANUALS	UFLI FOUNDATION
					442.64	442.64		
DETAILS FOR ACCOUNT: 11.0367.51000.641.0427.1132.000.115. BOOKS								
23006821	001	012668	CIGDEM OGUTVEREN-KNEBEL	03/20/23	2,240.00	2,240.00	JACKSON-RSA-SIMPLEWORDS BOOKS QTY	
23007045	001	013306	VENTRIS LEARNING LLC	03/27/23	442.64	442.64	TEACHER MANUALS	UFLI FOUNDATION
					2,682.64	2,682.64		
DETAILS FOR ACCOUNT: 11.0367.51000.641.0427.1132.000.120. BOOKS								
23007045	001	013306	VENTRIS LEARNING LLC	03/27/23	442.65	442.65	TEACHER MANUALS	UFLI FOUNDATION
					442.65	442.65		
DETAILS FOR ACCOUNT: 11.0367.51000.641.0427.1132.000.122. BOOKS								
23007045	001	013306	VENTRIS LEARNING LLC	03/27/23	442.65	442.65	TEACHER MANUALS	UFLI FOUNDATION
					442.65	442.65		
DETAILS FOR ACCOUNT: 11.0367.51000.641.0427.1132.000.125. BOOKS								
23007045	001	013306	VENTRIS LEARNING LLC	03/27/23	442.65	442.65	TEACHER MANUALS	UFLI FOUNDATION
					442.65	442.65		
DETAILS FOR ACCOUNT: 11.0367.51000.641.0427.1132.000.130. BOOKS								
23007045	001	013306	VENTRIS LEARNING LLC	03/27/23	442.65	442.65	TEACHER MANUALS	UFLI FOUNDATION
					442.65	442.65		
DETAILS FOR ACCOUNT: 11.0367.51000.641.0427.1132.000.135. BOOKS								
23007045	001	013306	VENTRIS LEARNING LLC	03/27/23	442.65	442.65	TEACHER MANUALS	UFLI FOUNDATION
					442.65	442.65		
DETAILS FOR ACCOUNT: 11.0367.51000.641.0427.1132.000.140. BOOKS								
23007045	001	013306	VENTRIS LEARNING LLC	03/27/23	442.65	442.65	TEACHER MANUALS	UFLI FOUNDATION
					442.65	442.65		
DETAILS FOR ACCOUNT: 11.0367.51000.641.0427.1132.000.145. BOOKS								
23007045	001	013306	VENTRIS LEARNING LLC	03/27/23	442.65	442.65	TEACHER MANUALS	UFLI FOUNDATION
					442.65	442.65		
DETAILS FOR ACCOUNT: 11.0367.51000.641.0427.1132.000.150. BOOKS								
23007045	001	013306	VENTRIS LEARNING LLC	03/27/23	442.65	442.65	TEACHER MANUALS	UFLI FOUNDATION
					442.65	442.65		
DETAILS FOR ACCOUNT: 11.0367.51000.641.0427.1132.000.151. BOOKS								
23007045	001	013306	VENTRIS LEARNING LLC	03/27/23	442.65	442.65	TEACHER MANUALS	UFLI FOUNDATION
					442.65	442.65		
DETAILS FOR ACCOUNT: 11.0367.51000.641.0427.1132.000.153. BOOKS								
23007045	001	013306	VENTRIS LEARNING LLC	03/27/23	442.65	442.65	TEACHER MANUALS	UFLI FOUNDATION
					442.65	442.65		
DETAILS FOR ACCOUNT: 11.0367.51000.641.0427.1132.000.155. BOOKS								
23007045	001	013306	VENTRIS LEARNING LLC	03/27/23	442.65	442.65	TEACHER MANUALS	UFLI FOUNDATION
					442.65	442.65		

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DETAILS FOR ACCOUNT: 11.0367.51000.641.0427.1132.000.160. BOOKS							
23007045	001	013306	VENTRIS LEARNING LLC	03/27/23	442.65	442.65	TEACHER MANUALS UFLI FOUNDATION
					442.65	442.65	
DETAILS FOR ACCOUNT: 11.0367.51000.641.0427.1132.000.165. BOOKS							
23007045	001	013306	VENTRIS LEARNING LLC	03/27/23	442.64	442.64	TEACHER MANUALS UFLI FOUNDATION
					442.64	442.64	
DETAILS FOR ACCOUNT: 11.0367.51000.653.0427.1130.000.170. TECH RELATED SUPPLIES							
23006966	001	000176	LAZEL INC	03/23/23	468.00	468.00	LEARNING A-Z RAZ-PLUS RENEW AND E
					468.00	468.00	
DETAILS FOR ACCOUNT: 11.0367.51000.681.0427.1130.000.120. COCURRICULAR SUPPLIES							
23006670	001	013306	VENTRIS LEARNING LLC	03/10/23	210.00	210.00	3 UFLI FOUNDATIONS MANUALS
23006670	002	013306	VENTRIS LEARNING LLC	03/10/23	20.00	20.00	SHIPPING
23006672	001	500000	AMAZON.COM	03/10/23	1,577.50	1,577.50	ITEMS FOR STREAM NIGHT
23006682	001	000823	LAKESHORE LEARNING MATERIALS	03/10/23	75.96	75.96	COLORFUL CIRCLE MINI STICKERS 2 @
23006686	001	500000	AMAZON.COM	03/10/23	525.77	525.77	HAND 2 MIND SOUND WALL CLASSROOM
23006805	001	003113	ACADEMIC THERAPY PUBL INC	03/20/23	1,667.51	1,667.51	Sound out set B-2 Workbook 1 @ 19
23006806	001	012310	FLYLEAF PUBLISHING LLC	03/20/23	314.30	314.30	READING SERIES 3 BOOK SET 2 @157.
23006806	002	012310	FLYLEAF PUBLISHING LLC	03/20/23	59.42	59.42	SHIPPING
23006806	003	012310	FLYLEAF PUBLISHING LLC	03/20/23	153.20	153.20	Reading Series 1 book set (10 tit
23006806	004	012310	FLYLEAF PUBLISHING LLC	03/20/23	314.30	314.30	Reading series 2 book set (19 tit
23006807	001	000823	LAKESHORE LEARNING MATERIALS	03/20/23	16.99	16.99	LEARN THE ALPHABET DOUGH MAT 1 @
23006807	002	000823	LAKESHORE LEARNING MATERIALS	03/20/23	29.99	29.99	Learning Letters Activity Leaves
23006807	003	000823	LAKESHORE LEARNING MATERIALS	03/20/23	31.99	31.99	Lowercase Alphabet Dough Stampers
23006807	004	000823	LAKESHORE LEARNING MATERIALS	03/20/23	39.99	39.99	Uppercase Alphabet & Number Dough
23006807	005	000823	LAKESHORE LEARNING MATERIALS	03/20/23	119.98	119.98	Magnetic Alphabet Maze 2 @ 59.99
23006807	006	000823	LAKESHORE LEARNING MATERIALS	03/20/23	49.99	49.99	Tactile Liquid Letters
23006807	007	000823	LAKESHORE LEARNING MATERIALS	03/20/23	36.99	36.99	Float & Find Alphabet Bubbles
23006807	008	000823	LAKESHORE LEARNING MATERIALS	03/20/23	79.99	79.99	Word Work Activity Station
23006807	009	000823	LAKESHORE LEARNING MATERIALS	03/20/23	29.99	29.99	Roller Coaster Craze: Word Blendi
23006807	010	000823	LAKESHORE LEARNING MATERIALS	03/20/23	39.99	39.99	Teaching Comprehension Skills Act
23006807	011	000823	LAKESHORE LEARNING MATERIALS	03/20/23	17.98	17.98	Blends & Digraphs Hands on Studen
23006807	012	000823	LAKESHORE LEARNING MATERIALS	03/20/23	16.99	16.99	Power Pen! Reading Comprehension
23006807	013	000823	LAKESHORE LEARNING MATERIALS	03/20/23	34.99	34.99	Find & Write CVC Words Activity C
23006807	014	000823	LAKESHORE LEARNING MATERIALS	03/20/23	296.97	296.97	Double Sided Write & Wipe Magneti
23006808	001	001377	SCHOLASTIC INC	03/20/23	14.99	14.99	HELLO, HEDGEHOG STARTER PACK 4 BO
23006808	002	001377	SCHOLASTIC INC	03/20/23	25.00	25.00	SHIPPING
23006808	003	001377	SCHOLASTIC INC	03/20/23	21.49	21.49	Amelia Bedelia Box Set
23006808	004	001377	SCHOLASTIC INC	03/20/23	44.99	44.99	Famous Figures Collection
23006808	005	001377	SCHOLASTIC INC	03/20/23	79.99	79.99	Dog Man Box Set 1-10
					5,947.24	5,947.24	
DETAILS FOR ACCOUNT: 11.0367.51000.681.0427.1130.000.130. COCURRICULAR SUPPLIES							
23006572	001	500000	AMAZON.COM	03/08/23	800.00	800.00	PO TO PURCHASE LITERACY INSTRUCTI
					800.00	800.00	
DETAILS FOR ACCOUNT: 11.0367.51000.681.0427.1130.000.151. COCURRICULAR SUPPLIES							
23006679	001	500000	AMAZON.COM	03/10/23	300.00	300.00	INSPIRED THINKERS MAGNETIC LETTER
23006688	001	010675	VOYAGER SOPRIS LEARNING INC	03/10/23	220.00	220.00	COCURRICULAR SUPPLIES FOR ANN ROA
					520.00	520.00	

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DETAILS FOR ACCOUNT: 11.0367.52213.860.0427.0000.000.122. STAFF REGISTRATION & TUITION							
23007249	001	007050	LEXIA LEARNING SYSTEMS LLC	04/03/23	1,250.00	1,250.00	LEXIA LEARNING SYSTEMS LETRS TRAI
					1,250.00	1,250.00	
DETAILS FOR ACCOUNT: 11.0412.51000.653.0315.8700.000.500. TECH RELATED SUPPLIES							
23006382	001	012951	SUMNER ONE INC	02/28/23	8,943.66	8,943.66	URGENT- WE NEED THIS PO BY TOMORR
					8,943.66	8,943.66	
DETAILS FOR ACCOUNT: 11.0412.51000.653.0315.8700.000.501. TECH RELATED SUPPLIES							
23006751	001	500000	AMAZON.COM	03/16/23	90.00	90.00	2-25 FOOT SURGE PROTECTOR EXTENSI
					90.00	90.00	
DETAILS FOR ACCOUNT: 11.0412.51000.681.0311.8000.000.705. INSTR-COCURRICULAR SUPPLIES							
23006483	001	004077	AMERICAN PLANT PRODUCTS & SER	03/02/23	1,500.00	1,500.00	GREENHOUSE SUPPLIES FOR VO AG CLA
23006810	001	002743	PARKS BROS FARM INC	03/20/23	1,000.00	1,000.00	MUMS FOR IN THE FALL BUT HAVE TO
23006957	001	000438	ATWOODS DISTRIBUTING LP	03/23/23	1,000.00	1,000.00	SUPPLIES FOR LIVESTOCK CLASSROOM
					3,500.00	3,500.00	
DETAILS FOR ACCOUNT: 11.0412.51000.681.0314.8400.000.504. COCURRICULAR SUPPLIES							
23007211	001	050009	WALMART	04/03/23	600.00	600.00	COOKING SUPPLIES
					600.00	600.00	
DETAILS FOR ACCOUNT: 11.0412.51000.681.0314.8400.000.705. COCURRICULAR SUPPLIES							
23007102	001	500009	WALMART.COM	03/30/23	3,000.00	3,000.00	FACS CLASSROOM SUPPLIES 22-23 SY
					3,000.00	3,000.00	
DETAILS FOR ACCOUNT: 11.0412.51000.681.0315.8700.000.500. COCURRICULAR SUPPLIES							
23006725	001	001545	TECHNOLOGY STUDENT ASSOCIATIO	03/10/23	587.00	587.00	OFFICIAL TSA STUDENT SHIRTS--2-L
23007008	001	008678	HOBBY LOBBY	03/24/23	1,000.00	1,000.00	CAREER TECH SUPPLIES
23007009	001	010280	MICHAELS STORES INC	03/24/23	1,000.00	1,000.00	IRVING/CAREER TECH /FACS/OPEN PO
					2,587.00	2,587.00	
DETAILS FOR ACCOUNT: 11.0412.51000.681.0315.8700.000.502. COCURRICULAR SUPPLIES							
23006809	001	001545	TECHNOLOGY STUDENT ASSOCIATIO	03/20/23	682.50	682.50	TSA UNIFORMS 9 OFFICIAL TSA DRESS
					682.50	682.50	
DETAILS FOR ACCOUNT: 11.0412.51000.681.0315.8700.000.504. COCURRICULAR SUPPLIES							
23007210	001	500000	AMAZON.COM	04/03/23	2,000.00	2,000.00	CLASSROOM SUPPLIES
					2,000.00	2,000.00	
DETAILS FOR ACCOUNT: 11.0412.51000.682.0314.8400.000.501. REFRESHMENTS/AWARDS/GIFTS							
23007087	001	000628	TARGET STORE CORPORATION	03/29/23	1,200.00	1,200.00	FOOD FOR FCLA CLASS 22-23
23007088	001	010025	SPROUTS FARMERS MARKET INC	03/29/23	600.00	600.00	FOOD FOR FCLA CLASS 22-23
					1,800.00	1,800.00	
DETAILS FOR ACCOUNT: 11.0412.51000.682.0315.8700.000.500. REFRESHMENTS/AWARDS/GIFTS							
23007007	001	001241	HOMELAND UNITED SUPERMARKETS	03/24/23	1,000.00	1,000.00	IRVING/CAREER TECH FACS/SUPPLIES
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 11.0412.51000.810.0311.8000.000.705. DUES AND FEES							
23006965	001	012200	JP MORGAN CHASE BANK NA	03/23/23	300.00	300.00	JUDGING CARD ONLINE ENTRIES FOR S
					300.00	300.00	

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DETAILS FOR ACCOUNT: 11.0412.51000.810.0315.8700.000.500. DUES AND FEES							
23006924	001	001227	FCCLA CENTRAL REGION DISTRICT	03/22/23	15.00	15.00	IRVING/CAREER TECH/FACS/BIAS-NATI
					15.00	15.00	
DETAILS FOR ACCOUNT: 11.0412.51000.810.0315.8700.000.710. DUES AND FEES							
23006392	001	013954	ALEX PUBLIC SCHOOLS	02/28/23	30.00	30.00	TSA CONFERENCE STUDENT REGISTRATI
23006789	001	011836	EDMOND SANTA FE	03/16/23	30.00	30.00	TSA MINI CONFERENCE STUDENT REGIS
23006790	001	008909	OKLAHOMA TECHNOLOGY STUDENT A	03/16/23	100.00	100.00	CONFERENCE REGISTRATION
23006900	001	008909	OKLAHOMA TECHNOLOGY STUDENT A	03/21/23	200.00	200.00	RESISTRATION FOR ADVISOR AND 3 ST
					360.00	360.00	
DETAILS FOR ACCOUNT: 11.0412.52213.860.0312.8600.000.705. STAFF REGISTRATION & TUITION							
23006902	001	011017	CONFERENCE DIRECT	03/21/23	900.00	900.00	ENTRY FEE FOR TEACHER & 4 STUDENT
					900.00	900.00	
DETAILS FOR ACCOUNT: 11.0412.52213.860.0315.8700.000.500. STAFF REGISTRATION & TUITION							
23006925	001	001545	TECHNOLOGY STUDENT ASSOCIATIO	03/22/23	100.00	100.00	IRVING CAREER TECH -MARTIN AND AS
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.0412.52213.860.0315.8700.000.502. STAFF REGISTRATION & TUITION							
23006842	001	001545	TECHNOLOGY STUDENT ASSOCIATIO	03/20/23	100.00	100.00	TSA REGISTRATION NORMAN, OK 4/19,
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.0426.52213.583.0331.0000.000.710. OUT OF STATE TRAVEL							
23006748	001	013980	KISSIMMEE HOTEL INVESTMENT GR	03/15/23	408.00	408.00	3 NIGHT STAY FOR MAKING SCHOOLS W
					408.00	408.00	
DETAILS FOR ACCOUNT: 11.0426.52213.860.0331.0000.000.710. STAFF REGISTRATION & TUITION							
23006783	001	002566	BOARD OF CONTROL FOR SOUTHERN	03/16/23	475.00	475.00	EARLY REGISTRATION FOR MSW (07/18
					475.00	475.00	
DETAILS FOR ACCOUNT: 11.0511.51000.619.0100.1050.000.140. GENERAL OFFICE SUPPLIES							
23006716	001	001188	WESTCO LAMINATING SERVICES	03/10/23	644.00	644.00	LAMINATION FOR THE SCHOOL, 27INCH
23006717	001	500001	AMAZON MARKETPLACE	03/10/23	3,940.00	28.31	OFFICE SUPPLIES FOR THE SCHOOL: I
					4,584.00	672.31	
DETAILS FOR ACCOUNT: 11.0511.51000.619.0429.1050.000.165. GENERAL OFFICE SUPPLIES							
23006720	001	500000	AMAZON.COM	03/10/23	1,092.00	1,092.00	TITLE1- MATERIALS FOR READING&MAT
23006727	001	500000	AMAZON.COM	03/10/23	513.00	513.00	TITLE1 MATERIALS FOR READING/MATH
23006728	001	500000	AMAZON.COM	03/10/23	688.00	688.00	TITLE1 MATERIALS FOR READING/MATH
					2,293.00	2,293.00	
DETAILS FOR ACCOUNT: 11.0511.51000.619.0429.1139.000.170. GENERAL OFFICE SUPPLIES							
23006493	001	001188	WESTCO LAMINATING SERVICES	03/03/23	600.00	600.00	LAMINATION FILM
23006678	001	500001	AMAZON MARKETPLACE	03/10/23	350.00	40.08	BINS FOR CLASSROOM READING CARDS
23006763	001	500001	AMAZON MARKETPLACE	03/16/23	750.00	71.65	3 RING BINDERS, 1.5", Round Rings
					1,700.00	711.73	
DETAILS FOR ACCOUNT: 11.0511.51000.641.0429.0000.000.140. BOOKS							
23006868	001	500001	AMAZON MARKETPLACE	03/21/23	722.00	46.51	BOOKS FOR THE STAFF: THE KNOWLEDG
					722.00	46.51	

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DETAILS FOR ACCOUNT: 11.0511.51000.641.0429.1114.000.501. BOOKS							
23006928	001	000358	ASCD	03/22/23	1,700.00	1,700.00	BOOKS FOR LITERACY NEEDS
23007142	001	500000	AMAZON.COM	04/03/23	193.00	193.00	DISPLACEMENT (9) COPIES @ $17.99
					1,893.00	1,893.00	
DETAILS FOR ACCOUNT: 11.0511.51000.641.0429.1130.000.170. BOOKS							
23006556	001	000037	SCHOLASTIC INC	03/08/23	130.00	130.00	GRQ-546055 - Grade 4 X READING GR
					130.00	130.00	
DETAILS FOR ACCOUNT: 11.0511.51000.641.0429.1139.000.130. BOOKS							
23006738	001	500000	AMAZON.COM	03/10/23	500.00	500.00	PO TO PURCHASE BOOKS FOR A SCHOOL
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.0511.51000.641.0494.1139.000.170. BOOKS							
23006495	001	500001	AMAZON MARKETPLACE	03/03/23	400.00	400.00	The Flexible SEL Classroom: Prac
23006760	001	500001	AMAZON MARKETPLACE	03/16/23	700.00	700.00	Martha doesn't say sorry! Zach Ap
					1,100.00	1,100.00	
DETAILS FOR ACCOUNT: 11.0511.51000.651.0429.1050.000.165. APPLIANCES/FURN/FIXTURES							
23006891	001	500000	AMAZON.COM	03/21/23	400.00	400.00	TITLE 1: IPAD CHARGING CART FOR I
					400.00	400.00	
DETAILS FOR ACCOUNT: 11.0511.51000.652.0429.1050.000.165. AUDIOVISUAL							
23006890	001	500000	AMAZON.COM	03/21/23	200.00	200.00	TITLE 1: 2 SETS OF 10 HEADPHONES
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0511.51000.653.0429.0000.000.120. TECH RELATED SUPPLIES							
23006897	001	000824	APPLE INC	03/21/23	5,000.00	5,000.00	50 IPAD CASES @ 100.00 EA
					5,000.00	5,000.00	
DETAILS FOR ACCOUNT: 11.0511.51000.653.0429.0000.000.160. TECH RELATED SUPPLIES							
23007085	001	000824	APPLE INC	03/29/23	1,619.10	1,619.10	PROPOSAL 2111127749 ATTACHED QUOT
					1,619.10	1,619.10	
DETAILS FOR ACCOUNT: 11.0511.51000.653.0429.1050.000.110. INSTRUCTION-COMPUTERS							
23007084	001	000824	APPLE INC	03/29/23	9,000.00	9,000.00	IPAD CASES
					9,000.00	9,000.00	
DETAILS FOR ACCOUNT: 11.0511.51000.653.0429.1050.000.165. TECH RELATED SUPPLIES							
23006759	001	000824	APPLE INC	03/16/23	2,940.00	2,940.00	TITLE 1: TECH RELATED SUPPLIES
23006929	001	500000	AMAZON.COM	03/22/23	430.00	430.00	TITLE1- IPAD CASES FOR IPADS
					3,370.00	3,370.00	
DETAILS FOR ACCOUNT: 11.0511.51000.653.0494.1050.000.151. TECH RELATED SUPPLIES							
23006768	001	500001	AMAZON MARKETPLACE	03/16/23	875.00	875.00	40 HIGH IMPACT IPAD CASES
					875.00	875.00	
DETAILS FOR ACCOUNT: 11.0511.51000.653.0494.1110.000.122. TECH RELATED SUPPLIES							
23006662	001	000824	APPLE INC	03/09/23	2,359.90	2,359.90	LOCKNCHARGE PUTNAM 16 CHARGING ST
23006675	001	000824	APPLE INC	03/10/23	2,498.75	2,498.75	LOGITECH RUGGED COMBO 3 TOUCH CAS
					4,858.65	4,858.65	

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DETAILS FOR ACCOUNT: 11.0511.51000.681.0429.0000.000.122. COCURRICULAR SUPPLIES							
23006573	001	005407	FUN AND FUNCTION LLC	03/08/23	4,196.43	4,196.43	GEL FLOOR TILES 4PACK 1 @ $189.99
23006618	001	500000	AMAZON.COM	03/08/23	148.47	148.47	STANIMA 36 INCH INDOOR TRAMPOLINE
					4,344.90	4,344.90	
DETAILS FOR ACCOUNT: 11.0511.51000.681.0429.0000.000.130. COCURRICULAR SUPPLIES							
23006712	001	500000	AMAZON.COM	03/10/23	1,000.00	1,000.00	PO TO PURCHASE MATH MATERIALS FOR
23006715	001	500000	AMAZON.COM	03/10/23	1,000.00	1,000.00	PO TO PURCHASE MATERIALS/RESOURCE
					2,000.00	2,000.00	
DETAILS FOR ACCOUNT: 11.0511.51000.681.0429.0000.000.140. COCURRICULAR SUPPLIES							
23006721	001	500001	AMAZON MARKETPLACE	03/10/23	2,007.00	136.84	CLASSROOM SUPPLIES FOR TEACHERS:
					2,007.00	136.84	
DETAILS FOR ACCOUNT: 11.0511.51000.681.0429.1050.000.155. COCURRICULAR SUPPLIES							
23006735	001	000823	LAKESHORE LEARNING MATERIALS	03/10/23	1,310.00	1,310.00	MATH MATERIALS FOR CLASSROOM USE
					1,310.00	1,310.00	
DETAILS FOR ACCOUNT: 11.0511.51000.681.0429.1050.000.165. COCURRICULAR SUPPLIES							
23006393	001	013351	JUNIOR LEARNING INC	03/01/23	550.00	550.00	JUNIOR LEARNING READING MATERIALS
23006607	001	000823	LAKESHORE LEARNING MATERIALS	03/08/23	550.00	550.00	MATERIALS FOR READING/MATH STRATE
23006610	001	500000	AMAZON.COM	03/08/23	500.00	500.00	MATERIALS FOR READING/MATH STRATE
23006726	001	500000	AMAZON.COM	03/10/23	1,529.00	1,529.00	TITLE1: 30 (50 PACKS) DRY ERASE S
23006729	001	000823	LAKESHORE LEARNING MATERIALS	03/10/23	143.43	143.43	TITLE1 MATERIALS FOR READING/MATH
23006730	001	013351	JUNIOR LEARNING INC	03/10/23	494.72	494.72	TITLE1 MATERIALS FOR READING/MATH
					3,767.15	3,767.15	
DETAILS FOR ACCOUNT: 11.0511.51000.681.0429.1130.000.122. COCURRICULAR SUPPLIES							
23006570	001	012651	DEBORAH R GLASER, EDD, LLC	03/08/23	800.00	800.00	MORPHEME MAGIC BOOKS AND CARDS CO
23006705	001	003785	MARENEM INC	03/10/23	202.58	202.58	SECRET STORIES PORTA PICS CLASS P
23006707	001	500000	AMAZON.COM	03/10/23	2,756.09	2,756.09	BOB BOOKS COMPLETE SET 8 @ $186.8
					3,758.67	3,758.67	
DETAILS FOR ACCOUNT: 11.0511.51000.681.0429.1130.000.160. COCURRICULAR SUPPLIES							
23006899	001	001323	CENTER FOR RESPONSIVE SCHOOLS	03/21/23	324.00	324.00	YARDSTICK GUIDES FOR K-5TH GR 30
					324.00	324.00	
DETAILS FOR ACCOUNT: 11.0511.51000.681.0429.1130.000.170. COCURRICULAR SUPPLIES							
23006585	001	000037	SCHOLASTIC INC	03/08/23	100.00	100.00	BEGINNING SOUNDS PUZZLES TIME AN
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.0511.51000.681.0429.1139.000.115. COCURRICULAR SUPPLIES							
23006706	001	500001	AMAZON MARKETPLACE	03/10/23	550.00	550.00	JACKSON - TITLE 1 - WORD POP GAME
23006708	001	500000	AMAZON.COM	03/10/23	650.00	650.00	JACKSON - TITLE 1 - PHONICS TILES
23006709	001	500000	AMAZON.COM	03/10/23	525.00	525.00	JACKSON-TITLE 1 - PHONICS WORD BU
23006710	001	500000	AMAZON.COM	03/10/23	470.00	470.00	JACKSON-TITLE 1- EASEL PAPER
					2,195.00	2,195.00	
DETAILS FOR ACCOUNT: 11.0511.51000.681.0429.2200.000.125. INSTR-COCURRICULAR SUPPLIES							
23006773	001	500001	AMAZON MARKETPLACE	03/16/23	3,000.00	3,000.00	TITLE FUNDS - SCHOOL SUPPLIES FOR
23006774	001	007866	DOLLAR TREE	03/16/23	650.00	650.00	SUPPLIES FOR COCURRIUCLAR KITS FO

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23006775	001	003785	MARENEM INC	03/16/23	160.00	160.00	COCURRICULAR KIT SUPPLIES FOR STU
23006776	001	011562	FIRST BOOK	03/16/23	120.00	120.00	SUPPLIES FOR CO CIRRICULAR KITS F
23006777	001	000046	SCHOLASTIC BOOK CLUBS	03/16/23	750.00	750.00	SUPPLIES FOR CO CIRRICULAR KITS F
23006997	001	000823	LAKESHORE LEARNING MATERIALS	03/24/23	260.00	260.00	MATH ITEMS (MAGNA TILES, MATH TRA
					4,940.00	4,940.00	
DETAILS FOR ACCOUNT: 11.0511.52194.641.0429.0000.000.160. BOOKS							
23007039	001	011562	FIRST BOOK	03/27/23	1,042.04	1,042.04	9-DIARY OF A WIMPY KID#10: OLD SC
					1,042.04	1,042.04	
DETAILS FOR ACCOUNT: 11.0511.52194.653.0429.0000.000.120. TECH RELATED SUPPLIES							
23006934	001	500000	AMAZON.COM	03/22/23	24.00	24.00	KINDLE E READER CASE 2 @ 11.95 EA
					24.00	24.00	
DETAILS FOR ACCOUNT: 11.0511.52194.673.0429.0000.000.120. PORTABLE DEVICES							
23006933	001	500000	AMAZON.COM	03/22/23	200.00	200.00	KINDLE E READER 2 @ 100.00 EA
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0511.52194.681.0429.0000.000.120. PARENT ADV-COCURR SUPPLIES							
23006981	001	500000	AMAZON.COM	03/24/23	350.00	350.00	MAGNA TILES 4 @ 50.00 EA CODABLE
					350.00	350.00	
DETAILS FOR ACCOUNT: 11.0511.52194.681.0429.1050.000.165. COCURRICULAR SUPPLIES							
23006761	001	500000	AMAZON.COM	03/16/23	1,046.00	1,046.00	TITLE1- MATERIALS FOR STEM NIGHT/
					1,046.00	1,046.00	
DETAILS FOR ACCOUNT: 11.0511.52199.619.0429.0000.000.088. STUDENT SUPP-GEN OFFICE SUPPLI							
23006623	001	001225	WALMART STORES INC	03/08/23	100.00	100.00	ASSISTANCE FOR HOMELESS STUDENT #
23006624	001	001225	WALMART STORES INC	03/08/23	200.00	200.00	ASSISTANCE FOR HOMELESS STUDENT #
23006647	001	001225	WALMART STORES INC	03/08/23	100.00	100.00	ASSISTANCE FOR HOMELESS STUDENT #
23006648	001	001225	WALMART STORES INC	03/08/23	100.00	100.00	ASSISTANCE FOR HOMELESS STUDENT #
23006693	001	001225	WALMART STORES INC	03/10/23	100.00	100.00	ASSISTANCE FOR HOMELESS STUDENT #
23007037	001	001225	WALMART STORES INC	03/27/23	100.00	100.00	ASSISTANCE FOR HOMELESS STUDENT #
23007038	001	001225	WALMART STORES INC	03/27/23	100.00	100.00	ASSISTANCE FOR HOMELESS STUDENT #
23007067	001	001225	WALMART STORES INC	03/28/23	100.00	100.00	ASSISTANCE FOR HOMELESS STUDENT #
23007144	001	001225	WALMART STORES INC	04/03/23	100.00	100.00	ASSISTANCE FOR HOMELESS STUDENT #
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 11.0511.52199.619.0429.0000.000.122. STUDENT SUPP-GEN OFFICE SUPPLI							
23006892	001	000374	KEYSTONE LABELS	03/21/23	349.19	349.19	KENNEDY HERO STICKERS 5000= $341.
					349.19	349.19	
DETAILS FOR ACCOUNT: 11.0511.52199.619.0429.0000.000.130. STUDENT SUPP-GEN OFFICE SUPPLI							
23006711	001	500000	AMAZON.COM	03/10/23	100.00	100.00	PO TO PURCHASE FOAM EAR PLUGS FOR
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.0511.52199.653.0429.0000.000.501. TECH RELATED SUPPLIES							
23006932	001	013964	NAVIGATE360 LLC	03/22/23	1,802.50	1,802.50	PBIS REWARDS SOFTWARE
					1,802.50	1,802.50	

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DETAILS FOR ACCOUNT: 11.0511.52199.682.0429.0000.000.140. REFRESHMENTS/AWARDS/GIFTS							
23006930	001	013973	SPIRIT MONKEY LLC	03/22/23	360.00	360.00	BAG TAGS FOR STUDENT SUCCESS 600
					360.00	360.00	
DETAILS FOR ACCOUNT: 11.0511.52199.683.0429.0000.000.130. EXTRA CURRICULAR SUPPLIES							
23006714	001	500000	AMAZON.COM	03/10/23	1,000.00	1,000.00	PO TO PURCHASE MATERIALS FOR CALM
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 11.0511.52213.320.0429.1050.000.151. PROFESSIONAL EDUCATION SERVICE							
23006590	001	000231	SOLUTION TREE INC	03/08/23	779.00	779.00	1 ADDITIONAL TEACHER ATTENDANCE F
					779.00	779.00	
DETAILS FOR ACCOUNT: 11.0511.52213.641.0429.0000.000.501. BOOKS							
23006522	001	500000	AMAZON.COM	03/07/23	570.00	570.00	'COLLECTIVE EFFICACY: HOW EDUCATO
					570.00	570.00	
DETAILS FOR ACCOUNT: 11.0511.52213.641.0429.0000.000.502. INST STAFF TRAIN-BOOKS							
23006867	001	500000	AMAZON.COM	03/21/23	951.05	951.05	HIGH NEEDS BOOKS -TITLE PCARD-MOL
					951.05	951.05	
DETAILS FOR ACCOUNT: 11.0511.52213.860.0429.0000.000.501. INST SF TRAIN-STAFF REG & TUIT							
23006931	001	000231	SOLUTION TREE INC	03/22/23	1,558.00	1,558.00	PLC CONFERENCE, MAY 31-JUNE 2, 20
					1,558.00	1,558.00	
DETAILS FOR ACCOUNT: 11.0511.52213.860.0494.0000.000.500. STAFF REGISTRATION & TUITION							
23006869	001	730017	UNIVERSITY OF OKLAHOMA	03/21/23	2,000.00	2,000.00	TITLE ONE- 8 TEACHERS TO CONF. AP
					2,000.00	2,000.00	
DETAILS FOR ACCOUNT: 11.0511.52573.860.0429.0000.000.130. STAFF REGISTRATION & TUITION							
23006651	001	001325	CCOSA	03/08/23	998.00	998.00	CCOSA SUMMER LEADERSHIP CONFERENC
					998.00	998.00	
DETAILS FOR ACCOUNT: 11.0511.52573.860.0429.0000.000.501. INSERV TRAIN-STAFF REG & TUITI							
23006562	001	000200	ASSOCIATION FOR MIDDLE LEVEL	03/08/23	1,300.00	1,300.00	REGISTRATION FOR AMLE CONFERENCE
23006931	002	000231	SOLUTION TREE INC	03/22/23	779.00	779.00	PLC CONFERENCE, MAY 31-JUNE 2, 20
					2,079.00	2,079.00	
DETAILS FOR ACCOUNT: 11.0511.52573.860.0429.0000.000.502. INSERV TRAIN-STAFF REG & TUITI							
23006527	001	000200	ASSOCIATION FOR MIDDLE LEVEL	03/07/23	1,300.00	1,300.00	REGISTRATION FOR AMLE CONFERENCE
					1,300.00	1,300.00	
DETAILS FOR ACCOUNT: 11.0511.52573.860.0494.0000.000.500. STAFF REGISTRATION & TUITION							
23006560	001	000200	ASSOCIATION FOR MIDDLE LEVEL	03/08/23	1,300.00	1,300.00	AMLE CONFERNCE IN ORLANDO 7/23-26
					1,300.00	1,300.00	
DETAILS FOR ACCOUNT: 11.0541.52573.860.0000.0000.000.050. STAFF REGISTRATION & TUITION							
23006513	001	000200	ASSOCIATION FOR MIDDLE LEVEL	03/07/23	13,000.00	13,000.00	AMLE REGISTRATION FOR INSTITUTE F
23006559	001	000200	ASSOCIATION FOR MIDDLE LEVEL	03/08/23	1,300.00	1,300.00	REGISTRATION TO AMLE CONFERENCE I
					14,300.00	14,300.00	

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DETAILS FOR ACCOUNT: 11.0541.55500.583.0429.0000.000.050. PRIV SCH-OUT OF STATE TRAVEL							
23006887	001	013977	BRADLEY, AIMEE	03/21/23	150.00	150.00	MILEAGE AND PER PIEM FOR AIMEE BR
23006888	001	013978	CROSS, MARY	03/21/23	150.00	150.00	MILEAGE AND PER DIEM FOR MARY NOR
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.0541.55500.860.0429.0000.000.050. STAFF REGISTRATION & TUITION							
23006903	001	013972	TEACHERS COLLEGE, COLUMBIA UN	03/21/23	1,700.00	1,700.00	PRE-REGISTRATION FOR JULY 24-27 2
					1,700.00	1,700.00	
DETAILS FOR ACCOUNT: 11.0552.55500.681.0496.0000.000.050. COCURRICULAR SUPPLIES							
23006713	001	013102	OZO EDU INC	03/10/23	3,884.75	3,884.75	STEM SUPPLIES FOR ALL SAINTS CATH
23006746	001	000823	LAKESHORE LEARNING MATERIALS	03/15/23	567.97	567.97	STEM SUPPLIES FOR ALL SAINTS CATH
					4,452.72	4,452.72	
DETAILS FOR ACCOUNT: 11.0561.51000.619.0495.0000.000.092. GENERAL OFFICE SUPPLIES							
23006665	001	001827	INFORMATION MANAGEMENT SERVIC	03/10/23	100.00	100.00	1.5 MIL 25X500 PREMIUM SCHOOL LAM
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.0561.51000.681.0495.0000.000.092. COCURRICULAR SUPPLIES							
23006664	001	005907	US FOODS	03/10/23	50.00	50.00	CULTURAL PRESENTATION
					50.00	50.00	
DETAILS FOR ACCOUNT: 11.0561.52199.682.0429.0000.000.092. REFRESHMENTS/AWARDS/GIFTS							
23006935	001	013979	HUTCHENS, CHANCE	03/22/23	43.25	43.25	REIMBURSEMENT OF CAP AND GOWN REF
23006998	001	012200	JP MORGAN CHASE BANK NA	03/24/23	100.00	100.00	HASKELL INDIAN NATIONS UNIVERSITY
23006999	001	012200	JP MORGAN CHASE BANK NA	03/24/23	100.00	100.00	HASKELL INDIAN NATINS UNIVERISITY
23007000	001	012200	JP MORGAN CHASE BANK NA	03/24/23	100.00	100.00	HASKELL INDIAN NATIONS UNIVERSITY
					343.25	343.25	
DETAILS FOR ACCOUNT: 11.0561.52199.810.0429.0000.000.092. STUDENT SUPPORT-DUES AND FEES							
23006704	001	000521	OKLAHOMA COUNCIL FOR INDIAN E	03/10/23	500.00	500.00	OKLAHOMA COUNCIL FOR INDIAN EDUCA
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.0561.52573.582.0429.0000.000.092. INSERV TRAIN-OUT OF DIST TRAVE							
23007001	001	012200	JP MORGAN CHASE BANK NA	03/24/23	150.00	150.00	HASKELL INDIAN NATIONS UNIVERSITY
					150.00	150.00	
DETAILS FOR ACCOUNT: 11.0563.52330.682.0429.0000.000.092. REFRESHMENTS/AWARDS/GIFTS							
23006703	001	002881	BOTHWELL-SAXTON RESTAURANTS L	03/10/23	150.00	150.00	OKLAHOMA INDIAN CHALLENGE BOWL
					150.00	150.00	
DETAILS FOR ACCOUNT: 11.0621.51000.323.0239.0000.000.705. STUDENT SERVICES							
23006831	001	011634	NEWVIEW OKLAHOMA INC	03/20/23	2,950.00	2,950.00	ORIENTATION AND MOBILITY TRAINING
					2,950.00	2,950.00	
DETAILS FOR ACCOUNT: 11.0621.51000.653.0239.1050.000.500. TECH RELATED SUPPLIES							
23006512	001	000824	APPLE INC	03/06/23	99.98	99.98	SNAP PLUS CORE APP
					99.98	99.98	
DETAILS FOR ACCOUNT: 11.0621.52140.614.0239.0000.000.089. PSYCH-TEST SUPPLIES & MATERIAL							
23006653	001	000840	MULTI-HEALTH SYSTEMS INC	03/09/23	112.50	112.50	#ASR026 ASRS PARENT FORMS (6-18 Y

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23006653	002	000840	MULTI-HEALTH SYSTEMS INC	03/09/23	45.00	45.00	#ASR027 ASRS TEACHER/CHILDCARE PR
23006653	003	000840	MULTI-HEALTH SYSTEMS INC	03/09/23	250.00	250.00	#C4USE CONNERS 4 USE ONLINE SCORI
23006653	004	000840	MULTI-HEALTH SYSTEMS INC	03/09/23	118.75	118.75	#CEC023 CONNERS EARLY CHILDHOOD P
23007217	001	000287	NCS PEARSON ASSESSMENTS	04/03/23	350.00	350.00	ITEM #30866 BASC-3 Q-GLOBAL DIGIT
23007217	002	000287	NCS PEARSON ASSESSMENTS	04/03/23	200.00	200.00	ITEM #31354 VINELAND-3 COMPREHENS
23007217	003	000287	NCS PEARSON ASSESSMENTS	04/03/23	144.10	144.10	ITEM# 46240 BEERY VMI 6TH EDITION
23007217	004	000287	NCS PEARSON ASSESSMENTS	04/03/23	15.00	15.00	SHIPPING & HANDLING
					1,235.35	1,235.35	
DETAILS FOR ACCOUNT: 11.0621.52199.658.0239.0000.000.089. ADAPTIVE (SPEC ED) EQUIPMENT							
23006945	001	500000	AMAZON.COM	03/23/23	109.95	21.96	CYBEX HIGH BACK BOOSTER SEAT, DUE
					109.95	21.96	
DETAILS FOR ACCOUNT: 11.0621.52330.581.0239.0000.000.089. ST FED REL-IN DISTRICT TRAVEL							
23006719	001	001426	WASHINGTON, CHRISTY	03/10/23	500.00	500.00	2022-2023 TRAVEL/ASSISTANT DIRECT
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.0621.52330.616.0239.0000.000.089. FIRST AID SUPPLIES							
23006622	001	000245	SCHOOL HEALTH CORPORATION	03/08/23	159.92	159.92	DUKAL HEAVY ABSORBENT UNDERPADS 1
					159.92	159.92	
DETAILS FOR ACCOUNT: 11.0621.52330.619.0239.0000.000.089. ST FED REL-GEN OFFICE SUPPLIES							
23007110	001	500000	AMAZON.COM	03/30/23	50.00	50.00	OFFICE WALL CLOCK
23007131	001	500000	AMAZON.COM	03/30/23	75.00	61.59	12X36X10 PACKING BOXES, QTY 15 AN
					125.00	111.59	
DETAILS FOR ACCOUNT: 11.0621.52640.432.0239.0000.000.112. TECHNOLOGY SERVICES							
23006948	001	011236	NATIONAL SEATING & MOBILITY I	03/23/23	142.78	142.78	NSM 175 2 EACH BATTERIES FROM BAT
23006948	002	011236	NATIONAL SEATING & MOBILITY I	03/23/23	87.50	87.50	NSM LABOR 2 EACH LABOR - INSTALL
					230.28	230.28	
DETAILS FOR ACCOUNT: 11.0628.51000.322.0239.1060.000.705. INSTRUCTIONAL SERVICES							
23006797	001	013984	GUILLORY, ERIC ANTHONY	03/16/23	6,000.00	6,000.00	TVI SERVICES FOR HOMEBOUND STUDEN
					6,000.00	6,000.00	
DETAILS FOR ACCOUNT: 11.0628.51000.658.0239.1050.000.165. ADAPTIVE (SPEC ED) EQUIPMENT							
23007116	001	500000	AMAZON.COM	03/30/23	50.00	3.25	(2) GOSPORTS BLOCKING PADS, 24" X
					50.00	3.25	
DETAILS FOR ACCOUNT: 11.0628.51000.681.0239.1050.000.125. COCURRICULAR SUPPLIES							
23007118	001	500000	AMAZON.COM	03/30/23	100.00	100.00	(2) GOSPORTS BLOCKING PADS, 24" X
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.0628.51000.681.0239.1050.000.145. COCURRICULAR SUPPLIES							
23007116	001	500000	AMAZON.COM	03/30/23	100.00	6.49	(2) GOSPORTS BLOCKING PADS, 24" X
					100.00	6.49	
DETAILS FOR ACCOUNT: 11.0723.52530.550.0000.0000.000.050. PRINTING & BINDING							
23007034	001	000600	MLTL ENTERPRISES LLC - IMAGE3	03/27/23	2,000.00	2,000.00	COVID TESTING PARKING SIGNS
					2,000.00	2,000.00	

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DETAILS FOR ACCOUNT: 11.1006.52520.442.0000.0000.000.094. EQUIPMENT AND VEHICLE SERVICES							
23006827	001	003093	RED BAKER PROPANE INC	03/20/23	150.00	150.00	RED BAKER PROPANE PCARD FOR WAREH
					150.00	150.00	
DETAILS FOR ACCOUNT: 11.1110.51000.681.0100.2172.000.112. COCURRICULAR SUPPLIES							
23006750	001	500001	AMAZON MARKETPLACE	03/16/23	300.00	300.00	SUPPLIES FOR ELEMENTARY CHINESE C
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.1110.51000.681.0100.2172.000.705. COCURRICULAR SUPPLIES							
23006509	001	500001	AMAZON MARKETPLACE	03/06/23	50.00	50.00	PURCHASE MATERIALS FOR HS CHINESE
23006510	001	500001	AMAZON MARKETPLACE	03/06/23	200.00	200.00	ART SUPPLIES FOR CHINESE CLASSROO
					250.00	250.00	
DETAILS FOR ACCOUNT: 11.1110.52213.860.0100.2172.000.710. STAFF REGISTRATION & TUITION							
23007061	001	014015	THE ASIA SOCIETY	03/28/23	120.00	120.00	ONLINE REG FOR ONLINE NCLC CONFER
					120.00	120.00	
DETAILS FOR ACCOUNT: 11.1135.00000.032.0000.0000.000.000. SCIENCE WAREHOUSE INVENTORY							
23006390	001	000371	LOWE'S HOME CENTERS INC	02/28/23	250.00	62.80	GRAVEL FOR 4TH GRADE SCIENCE KITS
23006487	001	000370	CAROLINA BIOLOGICAL	03/02/23	1,200.00	22.40	THERMOMETERS FOR 3RD GRADE
23006614	001	500001	AMAZON MARKETPLACE	03/08/23	800.00	122.50	SUPPLIES FOR ELEMENTARY SCIENCE K
					2,250.00	207.70	
DETAILS FOR ACCOUNT: 11.1162.51000.681.0100.1050.000.155. COCURRICULAR SUPPLIES							
23006544	001	000382	HOME DEPOT USA INC	03/07/23	55.00	55.00	ITEM NEEDED TO BE USED WITH TOWER
23006545	001	500000	AMAZON.COM	03/07/23	30.00	30.00	ITEM TO BE USED WITH TOWER GARDEN
					85.00	85.00	
DETAILS FOR ACCOUNT: 11.1166.52199.810.0129.2500.000.050. DUES AND FEES							
23007139	001	000783	PROFESSIONAL BASKETBALL CLUB	03/30/23	50.00	50.00	DEPOSIT ON 2023-24 GROUP TICKETS
					50.00	50.00	
DETAILS FOR ACCOUNT: 11.1166.52573.582.0129.2500.000.001. OUT OF DISTRICT TRAVEL							
23006893	001	013521	ADAMS, TERRY	03/21/23	500.00	500.00	EXPENSES TO COVER 4-DAY MEAL PER
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.1169.51000.619.0129.2500.000.001. GENERAL OFFICE SUPPLIES							
23006889	001	500001	AMAZON MARKETPLACE	03/21/23	150.00	150.00	CUSTOMIZED ELECTRIC BRANDING IRON
23006896	001	012200	JP MORGAN CHASE BANK NA	03/21/23	516.00	516.00	(4) FT TENET POWERED FLITE BUNDLE
					666.00	666.00	
DETAILS FOR ACCOUNT: 11.1169.51000.681.0129.2500.000.001. COCURRICULAR SUPPLIES							
23006498	001	500000	AMAZON.COM	03/03/23	125.00	125.00	COPPER WIRE HALF ROUND 10 FEET, R
23006499	001	500001	AMAZON MARKETPLACE	03/03/23	200.00	200.00	QWINOUT 3K CARBON FIBER PROPELLER
23006500	001	500000	AMAZON.COM	03/03/23	240.00	240.00	AOILE RC DRONE FPV RACING GATE, (
23006501	001	500000	AMAZON.COM	03/03/23	170.00	170.00	(3) 23-IN-1 RC TOOL KIT FOR REPAI
23006732	001	500000	AMAZON.COM	03/10/23	175.00	175.00	(2) FYTOO PROPELLER SET FOR QUADC
23007081	001	001225	WALMART STORES INC	03/29/23	170.00	170.00	(4) EASTER MARSHMALLOW PEEPS 10-P
					1,080.00	1,080.00	

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DETAILS FOR ACCOUNT: 11.1169.52212.530.0129.2500.000.001. COMMUNICATION SERVICES							
23006391	001	000824	APPLE INC	02/28/23	75.00	75.00	(15) "WIND TUNNEL" APPLICATIONS F
23007222	001	013521	ADAMS, TERRY	04/03/23	50.00	50.00	REIMBURSEMENT FOR PURCHASE OF YAM
					125.00	125.00	
DETAILS FOR ACCOUNT: 11.1169.52213.810.0129.2500.000.001. DUES AND FEES							
23006657	001	012200	JP MORGAN CHASE BANK NA	03/09/23	175.00	175.00	AEROSPACE EDUCATION MEMBERSHIP (A
					175.00	175.00	
DETAILS FOR ACCOUNT: 11.1169.52560.651.0129.2500.000.001. APPLIANCES/FURN/FIXTURES							
23006507	001	004482	WALKER COMPANIES	03/03/23	946.60	946.60	3MM ALUPANEL DIGITAL DIRECT PRINT
					946.60	946.60	
DETAILS FOR ACCOUNT: 11.1999.51000.619.0100.0000.000.710. GENERAL OFFICE SUPPLIES							
23006471	001	500001	AMAZON MARKETPLACE	03/01/23	40.00	40.00	GLOVES AND BABY WIPES FOR THE CRE
					40.00	40.00	
DETAILS FOR ACCOUNT: 11.1999.51000.619.0100.1050.000.112. GENERAL OFFICE SUPPLIES							
23007019	001	500000	AMAZON.COM	03/24/23	90.00	90.00	SUPPLIES TO INCLUDE: 1) 200 PACK
					90.00	90.00	
DETAILS FOR ACCOUNT: 11.1999.51000.619.0100.1050.000.151. GENERAL OFFICE SUPPLIES							
23006620	001	500001	AMAZON MARKETPLACE	03/08/23	2,800.00	98.60	CLASSROOM SUPPLIES FROM STIPEND 2
					2,800.00	98.60	
DETAILS FOR ACCOUNT: 11.1999.51000.619.0100.1050.000.160. GENERAL OFFICE SUPPLIES							
23007021	001	500001	AMAZON MARKETPLACE	03/24/23	224.37	224.37	1 DABO&SHOBO DRY ERASE MARKER, 80
					224.37	224.37	
DETAILS FOR ACCOUNT: 11.1999.51000.641.0100.1050.000.112. BOOKS							
23006677	001	500000	AMAZON.COM	03/10/23	123.50	123.50	25 COPIES PAPERBACK BOOK "HOLES"
					123.50	123.50	
DETAILS FOR ACCOUNT: 11.1999.51000.652.0100.1050.000.112. AUDIOVISUAL							
23006969	001	500000	AMAZON.COM	03/23/23	300.00	300.00	3) 25 PACK OF HEADPHONES
23007234	001	500000	AMAZON.COM	04/03/23	225.00	225.00	ORDER TO INCLUDE: 2) KIDS HEADPHO
					525.00	525.00	
DETAILS FOR ACCOUNT: 11.1999.51000.653.0100.1050.000.130. TECH RELATED SUPPLIES							
23006455	001	500000	AMAZON.COM	03/01/23	100.00	100.00	PO TO PURCHASE STYLUS PEN/PENCIL
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.1999.51000.653.0100.1050.000.165. TECH RELATED SUPPLIES							
23006684	001	500000	AMAZON.COM	03/10/23	155.47	155.47	DELL 5130CDN CYAN TONER CARTRIDGE
					155.47	155.47	
DETAILS FOR ACCOUNT: 11.1999.51000.681.0100.1050.000.112. COCURRICULAR SUPPLIES							
23006542	001	000823	LAKESHORE LEARNING MATERIALS	03/07/23	24.99	24.99	ITEM #FA418 KID-SAFE MIXER
23006542	002	000823	LAKESHORE LEARNING MATERIALS	03/07/23	24.99	24.99	ITEM #FA417 KID-SAFE COFFEE MAKER
23006542	003	000823	LAKESHORE LEARNING MATERIALS	03/07/23	39.99	39.99	ITEM #TT394 MOLD & PLAY SENSORY S
23006970	001	500000	AMAZON.COM	03/23/23	100.00	100.00	SUPPLIES TO INCLUDE: 1) 20 PACK O

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23007238	001	500000	AMAZON.COM	04/03/23	65.00	65.00	ORDER TO INCLUDE: 1)MATH FOR LOVE
23007247	001	000823	LAKESHORE LEARNING MATERIALS	04/03/23	10.00	10.00	SHIPPING OVERAGE REF PO #23006542
					264.97	264.97	
DETAILS FOR ACCOUNT: 11.1999.51000.681.0100.1050.000.115. COCURRICULAR SUPPLIES							
23006464	001	500000	AMAZON.COM	03/01/23	95.00	95.00	JACKSON-DISTRICT-PENCIL SHARPENER
					95.00	95.00	
DETAILS FOR ACCOUNT: 11.1999.51000.681.0100.1050.000.130. COCURRICULAR SUPPLIES							
23006817	001	500000	AMAZON.COM	03/20/23	100.00	100.00	PO TO PURCHASE CLASSROOM/INSTRUCT
23006818	001	500000	AMAZON.COM	03/20/23	100.00	100.00	PO TO PURCHASE CLASSROOM/INSTRUCT
23006819	001	500000	AMAZON.COM	03/20/23	100.00	100.00	PO TO PURCHASE CLASSROOM/INSTRUCT
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.1999.51000.681.0100.1050.000.135. COCURRICULAR SUPPLIES							
23006463	001	500000	AMAZON.COM	03/01/23	100.00	7.86	CLASSROOM SUPPLIES FOR WESLEY W/D
					100.00	7.86	
DETAILS FOR ACCOUNT: 11.1999.51000.681.0100.1050.000.160. COCURRICULAR SUPPLIES							
23007254	001	500001	AMAZON MARKETPLACE	04/03/23	60.00	60.00	1-UNFINISHED WOOD CHESS PEICES ON
					60.00	60.00	
DETAILS FOR ACCOUNT: 11.1999.51000.681.0100.1050.000.165. COCURRICULAR SUPPLIES							
23006451	001	500000	AMAZON.COM	03/01/23	45.00	45.00	2ND GRADE: AMAZON - 1 SET OF 24 P
					45.00	45.00	
DETAILS FOR ACCOUNT: 11.1999.52410.619.0000.0000.000.112. GENERAL OFFICE SUPPLIES							
23007244	001	500000	AMAZON.COM	04/03/23	75.00	75.00	ORDER INCLUDES: 4) CHAIR SOCKS FO
					75.00	75.00	
DETAILS FOR ACCOUNT: 11.2020.51000.619.0251.1050.000.130. GENERAL OFFICE SUPPLIES							
23007127	001	500000	AMAZON.COM	03/30/23	45.00	45.00	AFMAT ELECTRIC HEAVY DUTY CLASSRO
23007224	001	500000	AMAZON.COM	04/03/23	170.00	170.00	10 - FISKARS 7", 3 - EXPO MAGNETI
					215.00	215.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.1173.000.110. COCURRICULAR SUPPLIES							
23006963	001	000560	BERCHER CERAMIC SUPPLY INC	03/23/23	500.00	500.00	CERAMIC SUPPLIES TO BE CHOSEN AND
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2200.000.115. COCURRICULAR SUPPLIES							
23006565	001	500000	AMAZON.COM	03/08/23	75.00	75.00	(2) EACH OF RUBIK'S RACE BOARD GA
					75.00	75.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2200.000.160. COCURRICULAR SUPPLIES							
23006613	001	012200	JP MORGAN CHASE BANK NA	03/08/23	140.00	140.00	PARANORMAL PIECES AND MORE BEASTS
					140.00	140.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2250.000.115. COCURRICULAR SUPPLIES							
23006566	001	500000	AMAZON.COM	03/08/23	85.00	85.00	SPARE ESSENTIALS 55 PACK, (2) MEA
					85.00	85.00	

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DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2250.000.130. COCURRICULAR SUPPLIES							
23006884	001	500000	AMAZON.COM	03/21/23	300.00	300.00	(12) CUBER SPEED 3X3 RUBIK'S CUBE
23006885	001	500000	AMAZON.COM	03/21/23	260.00	260.00	(4) PRUNING SHEARS, (4) WATER HOS
					560.00	560.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2250.000.140. COCURRICULAR SUPPLIES							
23006567	001	500000	AMAZON.COM	03/08/23	210.00	210.00	(10) SNAP CIRCUITS JR. SC-100 (28
					210.00	210.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2250.000.145. COCURRICULAR SUPPLIES							
23006737	001	500000	AMAZON.COM	03/10/23	170.00	170.00	(2) LEARNING RESOURCES BOTLEY THE
					170.00	170.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2250.000.502. COCURRICULAR SUPPLIES							
23006881	001	000371	LOWE'S HOME CENTERS INC	03/21/23	200.00	200.00	LONGFELLOW GARDENING CLUB SUPPLIE
23006882	001	000438	ATWOODS DISTRIBUTING LP	03/21/23	200.00	200.00	LONGFELLOW GARDENING CLUB SUPPLIE
					400.00	400.00	
DETAILS FOR ACCOUNT: 11.2020.51000.810.0251.2250.000.500. DUES AND FEES							
23006960	001	730092	UNIVERSITY OF OKLAHOMA	03/23/23	200.00	200.00	REGISTRATION TO "OU SPRING ENGINE
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.2020.51000.810.0251.2250.000.501. DUES AND FEES							
23007221	001	000463	MOORE NORMAN TECHNOLOGY CENTE	04/03/23	96.00	96.00	ALCOTT STUDENTS TO "THE WELL" FOR
					96.00	96.00	
DETAILS FOR ACCOUNT: 11.2020.51000.810.0251.2250.000.504. DUES AND FEES							
23006739	001	730092	UNIVERSITY OF OKLAHOMA	03/10/23	150.00	150.00	REGISTRATION TO "OU SPRING ENGINE
23007220	001	000463	MOORE NORMAN TECHNOLOGY CENTE	04/03/23	96.00	96.00	WHITTIER STUDENTS TO "THE WELL" F
					246.00	246.00	
DETAILS FOR ACCOUNT: 11.2020.51000.810.0251.2300.000.500. DUES AND FEES							
23006961	001	008295	YOUNG MEN'S CHRISTIAN ASSOCIA	03/23/23	400.00	400.00	IRVING MIDDLE SCHOOL STUDENT REGI
					400.00	400.00	
DETAILS FOR ACCOUNT: 11.2020.51000.810.0251.2300.000.501. DUES AND FEES							
23007011	001	008295	YOUNG MEN'S CHRISTIAN ASSOCIA	03/24/23	120.00	120.00	ALCOTT MIDDLE SCHOOL STUDENT REGI
					120.00	120.00	
DETAILS FOR ACCOUNT: 11.2020.51000.810.0251.2300.000.502. DUES AND FEES							
23006962	001	008295	YOUNG MEN'S CHRISTIAN ASSOCIA	03/23/23	40.00	40.00	LONGFELLOW MIDDLE SCHOOL STUDENT
					40.00	40.00	
DETAILS FOR ACCOUNT: 11.2020.52199.619.0251.1050.000.501. GENERAL OFFICE SUPPLIES							
23007227	001	500000	AMAZON.COM	04/03/23	105.00	105.00	UNJOO WHITEOUT CORRECTION TAPE, P
					105.00	105.00	
DETAILS FOR ACCOUNT: 11.2020.52199.682.0251.0000.000.145. REFRESHMENTS/AWARDS/GIFTS							
23006736	001	500001	AMAZON MARKETPLACE	03/10/23	110.00	110.00	CROWN AWARDS SCIENCE MEDALS - 2"
					110.00	110.00	

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PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 11.2020.52199.683.0251.0000.000.115. EXTRA CURRICULAR SUPPLIES							
23006564	001	500000	AMAZON.COM	03/08/23	125.00	125.00	(3) MYNT3D SUPER 3D PRINTING PEN
					125.00	125.00	
TOTALS FOR FUND: 11 GENERAL FUND					558,273.22	533,188.61	
DETAILS FOR ACCOUNT: 22.0000.53120.651.0700.0000.000.055. APPLIANCES/FURN/FIXTURES							
23006517	001	007739	KRUEGER INTERNATIONAL INC	03/07/23	160,847.50	160,847.50	CHAIRS FOR ELEMENTARY CAFETERIAS
					160,847.50	160,847.50	
DETAILS FOR ACCOUNT: 22.0000.53120.651.0700.0000.000.500. APPLIANCES/FURN/FIXTURES							
23007049	006	003891	OSWALT EQUIPMENT COMPANY	03/28/23	1,800.00	1,800.00	SERVING COUNTER, HOT FOOD, ELECTR
					1,800.00	1,800.00	
DETAILS FOR ACCOUNT: 22.0000.53120.651.0700.0000.000.501. APPLIANCES							
23007048	006	003891	OSWALT EQUIPMENT COMPANY	03/28/23	1,800.00	1,800.00	SERVING COUNTER, HOT FOOD, ELECTR
					1,800.00	1,800.00	
DETAILS FOR ACCOUNT: 22.0000.53120.651.0700.0000.000.502. APPLIANCES/FURN/FIXTURES							
23007050	006	003891	OSWALT EQUIPMENT COMPANY	03/28/23	1,800.00	1,800.00	SERVING COUNTER, HOT FOOD, ELECTR
					1,800.00	1,800.00	
DETAILS FOR ACCOUNT: 22.0000.53120.651.0700.0000.000.504. APPLIANCES							
23007051	006	003891	OSWALT EQUIPMENT COMPANY	03/28/23	1,800.00	1,800.00	SERVING COUNTER, HOT FOOD, ELECTR
					1,800.00	1,800.00	
DETAILS FOR ACCOUNT: 22.0000.53120.731.0700.0000.000.500. APPLIANCES/FURNITURE/FIXTURES							
23007049	001	003891	OSWALT EQUIPMENT COMPANY	03/28/23	69,379.74	69,379.74	HOT UTILITY SERVING COUNTER
23007049	002	003891	OSWALT EQUIPMENT COMPANY	03/28/23	17,730.60	17,730.60	HOT UTILITY SERVING COUNTER
23007049	003	003891	OSWALT EQUIPMENT COMPANY	03/28/23	18,342.14	18,342.14	HOT/COLD BUFFET STYLE SERVING COU
23007049	004	003891	OSWALT EQUIPMENT COMPANY	03/28/23	9,308.82	9,308.82	BUFFET STYLE SERVING COUNTER
23007049	005	003891	OSWALT EQUIPMENT COMPANY	03/28/23	14,122.97	14,122.97	CASH REGISTER STAND
23007049	007	003891	OSWALT EQUIPMENT COMPANY	03/28/23	4,750.00	4,750.00	SHIPPING
					133,634.27	133,634.27	
DETAILS FOR ACCOUNT: 22.0000.53120.731.0700.0000.000.501. APPLIANCES/FURNITURE/FIXTURES							
23007048	001	003891	OSWALT EQUIPMENT COMPANY	03/28/23	69,379.74	69,379.74	HOT UTILITY SERVING COUNTER
23007048	002	003891	OSWALT EQUIPMENT COMPANY	03/28/23	17,730.60	17,730.60	HOT UTILITY SERVING COUNTER
23007048	003	003891	OSWALT EQUIPMENT COMPANY	03/28/23	18,342.14	18,342.14	HOT/COLD BUFFET STYLE SERVING COU
23007048	004	003891	OSWALT EQUIPMENT COMPANY	03/28/23	9,308.82	9,308.82	BUFFET STYLE SERVING COUNTER
23007048	005	003891	OSWALT EQUIPMENT COMPANY	03/28/23	14,122.97	14,122.97	CASH REGISTER STAND
23007048	007	003891	OSWALT EQUIPMENT COMPANY	03/28/23	4,750.00	4,750.00	SHIPPING
					133,634.27	133,634.27	
DETAILS FOR ACCOUNT: 22.0000.53120.731.0700.0000.000.502. APPLIANCES/FURNITURE/FIXTURES							
23007050	001	003891	OSWALT EQUIPMENT COMPANY	03/28/23	69,379.74	69,379.74	HOT UTILITY SERVING COUNTER
23007050	002	003891	OSWALT EQUIPMENT COMPANY	03/28/23	17,730.60	17,730.60	HOT UTILITY SERVING COUNTER
23007050	003	003891	OSWALT EQUIPMENT COMPANY	03/28/23	18,342.14	18,342.14	HOT/COLD BUFFET STYLE SERVING COU
23007050	004	003891	OSWALT EQUIPMENT COMPANY	03/28/23	9,308.82	9,308.82	BUFFET STYLE SERVING COUNTER

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23007050	005	003891	OSWALT EQUIPMENT COMPANY	03/28/23	14,122.97	14,122.97	CASH REGISTER STAND
23007050	007	003891	OSWALT EQUIPMENT COMPANY	03/28/23	4,750.00	4,750.00	SHIPPING
					133,634.27	133,634.27	
DETAILS FOR ACCOUNT: 22.0000.53120.731.0700.0000.000.504. APPLIANCES/FURNITURE/FIXTURES							
23007051	001	003891	OSWALT EQUIPMENT COMPANY	03/28/23	69,379.74	69,379.74	HOT UTILITY SERVING COUNTER
23007051	002	003891	OSWALT EQUIPMENT COMPANY	03/28/23	17,730.60	17,730.60	HOT UTILITY SERVING COUNTER
23007051	003	003891	OSWALT EQUIPMENT COMPANY	03/28/23	18,342.14	18,342.14	HOT/COLD BUFFET STYLE SERVING COU
23007051	004	003891	OSWALT EQUIPMENT COMPANY	03/28/23	9,308.82	9,308.82	BUFFET STYLE SERVING COUNTER
23007051	005	003891	OSWALT EQUIPMENT COMPANY	03/28/23	14,122.97	14,122.97	CASH REGISTER STAND
23007051	007	003891	OSWALT EQUIPMENT COMPANY	03/28/23	4,750.00	4,750.00	SHIPPING
					133,634.27	133,634.27	
TOTALS FOR FUND: 22 CHILD NUTRITION FUND					702,584.58	702,584.58	
DETAILS FOR ACCOUNT: 31.0286.52650.764.0000.0000.000.050. TRUCKS							
23007017	001	013910	ENTERPRISE FM TRUST	03/24/23	56,982.33	56,982.33	LEASE AGREEMENT FOR FY23 FOR TRAN
					56,982.33	56,982.33	
TOTALS FOR FUND: 31 BOND FUND-REC'D 2011					56,982.33	56,982.33	
DETAILS FOR ACCOUNT: 32.0137.52580.346.0000.0000.000.002. TECHNOLOGY RELATED TECHNICAL S							
23007036	001	006168	DIGI SECURITY SYSTEMS LLC	03/27/23	335.23	335.23	2005M3 LATCH
					335.23	335.23	
DETAILS FOR ACCOUNT: 32.0137.52580.346.0000.0000.000.110. TECHNOLOGY RELATED TECHNICAL S							
23006415	002	006168	DIGI SECURITY SYSTEMS LLC	03/01/23	680.00	680.00	PROJECT SERVICES
					680.00	680.00	
DETAILS FOR ACCOUNT: 32.0137.52580.346.0000.0000.000.115. TECHNOLOGY RELATED TECHNICAL S							
23006416	002	006168	DIGI SECURITY SYSTEMS LLC	03/01/23	765.00	765.00	PROJECT SERVICES
					765.00	765.00	
DETAILS FOR ACCOUNT: 32.0137.52580.346.0000.0000.000.120. TECHNOLOGY RELATED TECHNICAL S							
23006410	002	000541	WADE ELECTRIC	03/01/23	534.00	534.00	LABOR JOURNEYMAN/APPRENTICE
23006417	002	006168	DIGI SECURITY SYSTEMS LLC	03/01/23	1,700.00	1,700.00	PROJECT SERVICES
					2,234.00	2,234.00	
DETAILS FOR ACCOUNT: 32.0137.52580.346.0000.0000.000.135. TECHNOLOGY RELATED TECHNICAL S							
23006420	002	006168	DIGI SECURITY SYSTEMS LLC	03/01/23	170.00	170.00	PROJECT SERVICES
					170.00	170.00	
DETAILS FOR ACCOUNT: 32.0137.52580.346.0000.0000.000.705. TECHNOLOGY RELATED TECHNICAL S							
23006419	002	006168	DIGI SECURITY SYSTEMS LLC	03/01/23	1,764.00	1,764.00	PROJECT SERVICES
23007025	004	006168	DIGI SECURITY SYSTEMS LLC	03/27/23	2,926.00	2,926.00	PROJECT SERVICES
					4,690.00	4,690.00	

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DETAILS FOR ACCOUNT: 32.0137.52580.346.0000.0000.000.710. TECHNOLOGY RELATED TECHNICAL S							
23006418	002	006168	DIGI SECURITY SYSTEMS LLC	03/01/23	4,424.00	4,424.00	PROJECT SERVICES
23007024	004	006168	DIGI SECURITY SYSTEMS LLC	03/27/23	2,338.00	2,338.00	PROJECT SERVICES
					6,762.00	6,762.00	
DETAILS FOR ACCOUNT: 32.0137.52580.452.0000.0000.000.110. ELECTRICAL SYSTEMS SERVICES							
23006415	001	006168	DIGI SECURITY SYSTEMS LLC	03/01/23	1,409.51	1,409.51	EQUIPMENT
23006415	003	006168	DIGI SECURITY SYSTEMS LLC	03/01/23	81.54	81.54	SHIPPING
					1,491.05	1,491.05	
DETAILS FOR ACCOUNT: 32.0137.52580.452.0000.0000.000.115. ELECTRICAL SYSTEMS SERVICES							
23006416	001	006168	DIGI SECURITY SYSTEMS LLC	03/01/23	350.00	350.00	EQUIPMENT
23006416	003	006168	DIGI SECURITY SYSTEMS LLC	03/01/23	38.46	38.46	SHIPPING
23007035	001	000541	WADE ELECTRIC	03/27/23	490.00	490.00	INSTALL 1 DUPLEX TV RECEPTACLE AD
					878.46	878.46	
DETAILS FOR ACCOUNT: 32.0137.52580.452.0000.0000.000.120. ELECTRICAL SYSTEMS SERVICES							
23006410	001	000541	WADE ELECTRIC	03/01/23	356.00	356.00	INSTALL 120V 30AMP TWIST LOCK REC
23006417	001	006168	DIGI SECURITY SYSTEMS LLC	03/01/23	1,033.28	1,033.28	EQUIPMENT
23006417	003	006168	DIGI SECURITY SYSTEMS LLC	03/01/23	81.54	81.54	SHIPPING
23006417	004	006168	DIGI SECURITY SYSTEMS LLC	03/01/23	350.00	350.00	CABLING AND SUPPORT EQUIPMENTS
23006417	005	006168	DIGI SECURITY SYSTEMS LLC	03/01/23	69.23	69.23	PROFESSIONS INSTALLATION MATERIAL
					1,890.05	1,890.05	
DETAILS FOR ACCOUNT: 32.0137.52580.452.0000.0000.000.135. ELECTRICAL SYSTEMS SERVICES							
23006420	001	006168	DIGI SECURITY SYSTEMS LLC	03/01/23	161.51	161.51	EQUIPMENT
23006420	003	006168	DIGI SECURITY SYSTEMS LLC	03/01/23	15.38	15.38	SHIPPING
					176.89	176.89	
DETAILS FOR ACCOUNT: 32.0137.52580.452.0000.0000.000.705. ELECTRICAL SYSTEMS SERVICES							
23006419	001	006168	DIGI SECURITY SYSTEMS LLC	03/01/23	1,532.74	1,532.74	EQUIPMENT
23006419	003	006168	DIGI SECURITY SYSTEMS LLC	03/01/23	61.66	61.66	SHIPPING
23006419	004	006168	DIGI SECURITY SYSTEMS LLC	03/01/23	1,230.25	1,230.25	CABLING AND SUPPORT EQUIPMENTS
23006419	005	006168	DIGI SECURITY SYSTEMS LLC	03/01/23	76.50	76.50	PROFESSIONAL INSTALLATION MATERIA
23007025	001	006168	DIGI SECURITY SYSTEMS LLC	03/27/23	364.94	364.94	EQUIPMENT
23007025	002	006168	DIGI SECURITY SYSTEMS LLC	03/27/23	544.00	544.00	CABLING AND SUPPORT EQUIPMENT
23007025	006	006168	DIGI SECURITY SYSTEMS LLC	03/27/23	1,000.00	1,000.00	LIFTS AND SPECIAL EQUIPMENTS
					4,810.09	4,810.09	
DETAILS FOR ACCOUNT: 32.0137.52580.452.0000.0000.000.710. ELECTRICAL SYSTEMS SERVICES							
23006418	001	006168	DIGI SECURITY SYSTEMS LLC	03/01/23	4,286.24	4,286.24	EQUIPMENT
23006418	003	006168	DIGI SECURITY SYSTEMS LLC	03/01/23	200.00	200.00	SHIPPING
23006418	004	006168	DIGI SECURITY SYSTEMS LLC	03/01/23	900.00	900.00	CABLING AND SUPPORT EQUIPMENTS
23007024	001	006168	DIGI SECURITY SYSTEMS LLC	03/27/23	933.12	933.12	EQUIPMENT
23007024	002	006168	DIGI SECURITY SYSTEMS LLC	03/27/23	1,424.50	1,424.50	CABLING AND SUPPORT EQUIPMENT
23007024	003	006168	DIGI SECURITY SYSTEMS LLC	03/27/23	73.00	73.00	PROFESSIONAL INSTALLATION MATERIA
23007024	005	006168	DIGI SECURITY SYSTEMS LLC	03/27/23	50.77	50.77	SHIPPING
23007025	003	006168	DIGI SECURITY SYSTEMS LLC	03/27/23	73.00	73.00	PROFESSIONAL INSTALLATION MATERIA
23007025	005	006168	DIGI SECURITY SYSTEMS LLC	03/27/23	50.77	50.77	SHIPPING
					7,991.40	7,991.40	

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DETAILS FOR ACCOUNT: 32.0137.52580.652.0000.0000.000.002. AUDIOVISUAL							
23006406	001	007699	M&A TECHNOLOGY INC	03/01/23	6,849.50	6,849.50	OPTOMA X309ST SHORT THROW PROJECT
					6,849.50	6,849.50	
DETAILS FOR ACCOUNT: 32.0137.52580.653.0000.0000.000.050. TECH RELATED SUPPLIES							
23006413	001	000824	APPLE INC	03/01/23	2,500.00	2,500.00	BLANKET FOR REPAIRS FOR MACBOOKS:
23007026	001	001423	GRAYBAR ELECTRIC COMPANY INC	03/27/23	2,796.56	2,796.56	DOUBLE SIDED VCM 84X12 BLACK
					5,296.56	5,296.56	
DETAILS FOR ACCOUNT: 32.0282.51000.681.0100.2250.000.050. COCURRICULAR SUPPLIES							
23006756	001	000370	CAROLINA BIOLOGICAL	03/16/23	500.00	500.00	SCIENCE SUPPLIES / PRE-K (LADY BE
23006757	001	000267	DMF BAIT COMPANY	03/16/23	300.00	300.00	SCIENCE SUPPLIES FOR / PRE-K (RED
					800.00	800.00	
DETAILS FOR ACCOUNT: 32.0282.51000.681.0100.2250.000.705. COCURRICULAR SUPPLIES							
23006986	001	012480	AMPLYUS	03/24/23	300.00	300.00	SECONDARY SCIENCE SUPPLIES - (NHS
					300.00	300.00	
DETAILS FOR ACCOUNT: 32.0282.51000.681.0100.2250.000.710. COCURRICULAR SUPPLIES							
23006762	001	001263	FLINN SCIENTIFIC INC	03/16/23	500.00	500.00	SECONDARY SCIENCE SUPPLIES - (NNH
23006778	001	001508	BIO-RAD LABORATORIES INC	03/16/23	450.00	450.00	SECONDARY SCIENCE - BIOLOGY (NNHS
23007225	001	001263	FLINN SCIENTIFIC INC	04/03/23	400.00	400.00	SECONDARY SCIENCE FOR (NNHS) METE
					1,350.00	1,350.00	
DETAILS FOR ACCOUNT: 32.0283.51000.652.0000.2910.000.710. AUDIOVISUAL							
23006754	001	000041	B & H PHOTO & ELECTRONICS	03/16/23	6,100.00	6,100.00	SUPPLIES FOR NNHS MEDIA PROGRAM
23006755	001	500000	AMAZON.COM	03/16/23	500.00	500.00	SUPPLIES FOR NNHS MEDIA PROGRAM
					6,600.00	6,600.00	
DETAILS FOR ACCOUNT: 32.0283.52220.641.0000.0000.000.107. BOOKS							
23006557	001	000259	HERTZBERG-NEW METHOD INC -	03/08/23	231.38	231.38	BOOKS FOR LAKEVIEW LIBRARY
					231.38	231.38	
DETAILS FOR ACCOUNT: 32.0283.52220.641.0000.0000.000.110. BOOKS							
23006452	001	000259	HERTZBERG-NEW METHOD INC -	03/01/23	994.00	994.00	BOOKS FOR ADAMS LIBRARY - AWARD W
					994.00	994.00	
DETAILS FOR ACCOUNT: 32.0283.52220.641.0000.0000.000.130. BOOKS							
23006996	001	000259	HERTZBERG-NEW METHOD INC -	03/24/23	500.00	500.00	BOOKS FOR MADISON LIBRARY - AWARD
					500.00	500.00	
DETAILS FOR ACCOUNT: 32.0284.52199.657.0800.0000.000.504. UNIFORMS							
23007256	001	000288	VARSITY SPIRIT FASHIONS AND S	04/03/23	1,016.00	1,016.00	VSF WOMEN'S SHELL
23007256	002	000288	VARSITY SPIRIT FASHIONS AND S	04/03/23	320.00	320.00	3 COLOR LETTER WITH WORD GSL ROY
23007256	004	000288	VARSITY SPIRIT FASHIONS AND S	04/03/23	90.50	90.50	SHIPPING AND HANDLING
					1,426.50	1,426.50	
DETAILS FOR ACCOUNT: 32.0284.52630.736.0800.0000.000.003. MACHINERY							
23006514	001	006067	DEERE & COMPANY	03/07/23	13,457.34	13,457.34	JOHN DEERE Z930M ZTRAC MOWER
					13,457.34	13,457.34	

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DETAILS FOR ACCOUNT: 32.0286.52650.764.0000.0000.000.050. TRUCKS							
23007017	001	013910	ENTERPRISE FM TRUST	03/24/23	29,146.47	29,146.47	LEASE AGREEMENT FOR FY23 FOR TRAN
					29,146.47	29,146.47	
DETAILS FOR ACCOUNT: 32.0286.52650.765.0000.0000.000.050. VANS							
23007017	001	013910	ENTERPRISE FM TRUST	03/24/23	72,987.09	72,987.09	LEASE AGREEMENT FOR FY23 FOR TRAN
					72,987.09	72,987.09	
TOTALS FOR FUND: 32 BOND FUND-REC'D 2012					172,813.01	172,813.01	
DETAILS FOR ACCOUNT: 39.0254.52132.616.0000.0000.000.050. FIRST AID SUPPLIES							
23007226	001	002559	WILLIAM V MACGILL & CO	04/03/23	1,518.00	1,518.00	2 AUDIOMETER FOR HEARING KITS
					1,518.00	1,518.00	
TOTALS FOR FUND: 39 BOND FUND-REC'D 2009					1,518.00	1,518.00	
DETAILS FOR ACCOUNT: 61.0801.51000.810.0800.3300.000.705. INSTRUCTION-DUES AND FEES							
23006958	001	000722	EL RENO PUBLIC SCHOOLS	03/23/23	150.00	150.00	ENTRY FEE FOR STATE POWERLIFTING
					150.00	150.00	
DETAILS FOR ACCOUNT: 61.0803.51000.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
23006615	001	012200	JP MORGAN CHASE BANK NA	03/08/23	350.00	350.00	STATE MEAL FOR GIRLS BASKETBALL
					350.00	350.00	
DETAILS FOR ACCOUNT: 61.0803.52720.516.0803.3330.000.003. STUDENT OUT OF DISTRICT MEALS							
23006870	001	012200	JP MORGAN CHASE BANK NA	03/21/23	415.00	415.00	MEALS FOR NHS GIRLS BASKETBALL TE
					415.00	415.00	
DETAILS FOR ACCOUNT: 61.0804.51000.681.0100.3330.000.710. COCURRICULAR SUPPLIES							
23006502	001	500001	AMAZON MARKETPLACE	03/03/23	67.43	67.43	15 JUMP ROPES-SWIMMING
					67.43	67.43	
DETAILS FOR ACCOUNT: 61.0805.51000.343.0100.3330.000.710. INSTR-GAME OFFICIALS SERVICES							
23007069	001	001823	GAME OFFICIALS FOR BLANKET EN	03/28/23	75.00	75.00	BASEBALL UMPIRE
23007070	001	001823	GAME OFFICIALS FOR BLANKET EN	03/28/23	75.00	75.00	BASEBALL UMPIRE
23007112	001	013999	TRENT, DANIEL	03/30/23	75.00	75.00	BASEBALL UMPIRE
23007145	001	011101	MCCLELLAN, LANDON	04/03/23	75.00	75.00	UMPIRE
23007146	001	013974	STEPHENS, LUKE	04/03/23	75.00	75.00	BASEBALL UMPIRE
23007147	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	150.00	150.00	BASEBALL UMPIRE
23007147	002	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	150.00	150.00	BASEBALL UMPIRE
					675.00	675.00	
DETAILS FOR ACCOUNT: 61.0805.51000.343.0800.3300.000.705. INSTR-GAME OFFICIALS SERVICES							
23007148	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	150.00	150.00	JV/V BASEBALL VS LAWTON
23007149	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	150.00	150.00	JV/V BASEBALL VS LAWTON
23007150	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	150.00	150.00	JV/V BASEBALL VS MIDWEST CITY
23007151	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	150.00	150.00	JV/V BASEBALL VS MIDWEST CITY

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PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
23007152	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	150.00	150.00	JV/V BASEBALL VS MUSTANG
23007153	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	150.00	150.00	JV/V BASEBALL VS MUSTANG
23007154	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	150.00	150.00	JV/V BASEBALL VS SANTA FE
23007155	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	150.00	150.00	JV/V BASEBALL VS SANTA FE
23007156	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	150.00	150.00	JV/V BASEBALL VS EDMOND SANTA FE
23007157	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	150.00	150.00	JV/V BASEBALL VS EDMOND SANTA FE
23007158	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	150.00	150.00	JV/V BASEBALL VS SOUTHMOORE
23007159	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	150.00	150.00	JV/V BASEBALL VS SOUTHMOORE
23007160	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	150.00	150.00	JV/V BASEBALL VS NORMAN NORTH
23007161	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	150.00	150.00	JV/V BASEBALL VS NORMAN NORTH
23007162	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	150.00	150.00	JV/V BASEBALL VS NORMAN NORTH
23007163	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	150.00	150.00	JV/V BASEBALL VS NORMAN NORTH
23007164	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	150.00	150.00	JV/V BASEBALL VS SHAWNEE
23007165	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	150.00	150.00	JV/V BASEBALL VS SHAWNEE
23007166	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	150.00	150.00	JV/V BASEBALL VS ELGIN
23007167	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	150.00	150.00	JV/V BASEBALL VS ELGIN
					3,000.00	3,000.00	
DETAILS FOR ACCOUNT: 61.0806.52199.343.0800.0000.000.500. STUD SUPP-GAME OFFICIALS SERV							
23006634	001	001823	GAME OFFICIALS FOR BLANKET EN	03/08/23	90.00	90.00	IRVING/SOFTBALL/2 GAMES/OFFICIAL
23006635	001	001823	GAME OFFICIALS FOR BLANKET EN	03/08/23	90.00	90.00	IRVING/SOFTBALL/OFFICIAL/SOLO TIM
					180.00	180.00	
DETAILS FOR ACCOUNT: 61.0806.52199.343.0800.0000.000.501. STUD SUPP-GAME OFFICIALS SERV							
23006856	001	000977	CARTER, CAROLE	03/21/23	82.50	82.50	UMPIRE FOR 2 AMS SLOW PITCH SOFTB
23007107	001	001823	GAME OFFICIALS FOR BLANKET EN	03/30/23	82.50	82.50	UMPIRE FOR 2 AMS SLOW PITCH SOFTB
23007108	001	001823	GAME OFFICIALS FOR BLANKET EN	03/30/23	82.50	82.50	UMPIRE FOR 2 AMS SLOW PITCH SOFTB
					247.50	247.50	
DETAILS FOR ACCOUNT: 61.0806.52199.810.0800.0000.000.501. STUDENT SUPPORT-DUES AND FEES							
23006927	001	000851	MOORE PUBLIC SCHOOLS ISD I-2	03/22/23	125.00	125.00	SOFTBALL ENTRY FEE FOR THE JUNIOR
					125.00	125.00	
DETAILS FOR ACCOUNT: 61.0808.51000.810.0100.3330.000.705. INSTRUCTION-DUES AND FEES							
23006976	001	010022	INDEPENDENT SCHOOL DISTRICT I	03/23/23	75.00	75.00	CLAREMORE TENNIS TOURNAMENT 2023
					75.00	75.00	
DETAILS FOR ACCOUNT: 61.0808.51000.810.0800.3300.000.705. INSTRUCTION-DUES AND FEES							
23006506	001	003065	ADA CITY SCHOOLS	03/03/23	75.00	75.00	ENTRY FEE - TENNIS GIRLS AND BOYS
23006531	001	001759	TECUMSEH PUBLIC SCHOOLS	03/07/23	85.00	85.00	TENNIS BOYS AND GIRLS ENTRY FEE F
23006532	001	000469	UNION PUBLIC SCHOOLS	03/07/23	75.00	75.00	TENNIS BOYS AND GIRL ENTRY FEE UN
23006534	001	001962	SHAWNEE PUBLIC SCHOOLS	03/07/23	100.00	100.00	ENTRY FEE - BOYS AND GIRLS SHAWNE
23006536	001	001759	TECUMSEH PUBLIC SCHOOLS	03/07/23	80.00	80.00	TENNIS BOYS AND GIRLS ENTRY FEE F
					415.00	415.00	
DETAILS FOR ACCOUNT: 61.0809.51000.810.0100.3330.000.705. INSTRUCTION-DUES AND FEES							
23006976	001	010022	INDEPENDENT SCHOOL DISTRICT I	03/23/23	75.00	75.00	CLAREMORE TENNIS TOURNAMENT 2023
					75.00	75.00	
DETAILS FOR ACCOUNT: 61.0809.51000.810.0800.3300.000.705. INSTRUCTION-DUES AND FEES							
23006506	001	003065	ADA CITY SCHOOLS	03/03/23	75.00	75.00	ENTRY FEE - TENNIS GIRLS AND BOYS

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PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
23006531	001	001759	TECUMSEH PUBLIC SCHOOLS	03/07/23	85.00	85.00	TENNIS BOYS AND GIRLS ENTRY FEE F
23006532	001	000469	UNION PUBLIC SCHOOLS	03/07/23	75.00	75.00	TENNIS BOYS AND GIRL ENTRY FEE UN
23006534	001	001962	SHAWNEE PUBLIC SCHOOLS	03/07/23	100.00	100.00	ENTRY FEE - BOYS AND GIRLS SHAWNE
23006536	001	001759	TECUMSEH PUBLIC SCHOOLS	03/07/23	80.00	80.00	TENNIS BOYS AND GIRLS ENTRY FEE F
					415.00	415.00	
DETAILS FOR ACCOUNT: 61.0810.51000.343.0800.3300.000.705. INSTR-GAME OFFICIALS SERVICES							
23007168	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	100.00	100.00	SLOW PITCH OFFICIAL VS ELGIN/SANT
23007169	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	100.00	100.00	SLOW PITCH OFFICIAL VS ELGIN/SANT
23007170	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	100.00	100.00	SLOW PITCH OFFICIAL VS LITTLE AXE
23007171	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	100.00	100.00	SLOW PITCH OFFICIAL VS LITTLE AXE
23007172	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	100.00	100.00	SLOW PITCH OFFICIAL VS WESTERN HE
23007173	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	100.00	100.00	SLOW PITCH OFFICIAL VS WESTERN HE
23007174	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	100.00	100.00	SLOW PITCH OFFICIAL VS NORMAN NOR
23007175	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	100.00	100.00	SLOW PITCH OFFICIAL VS NORMAN NOR
23007176	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	100.00	100.00	SLOW PITCH OFFICIAL VS CHANDLER
23007177	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	100.00	100.00	SLOW PITCH OFFICIAL VS CHANDLER
23007178	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	100.00	100.00	SLOW PITCH OFFICIAL VS PURCELL
23007179	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	100.00	100.00	SLOW PITCH OFFICIAL VS PURCELL
					1,200.00	1,200.00	
DETAILS FOR ACCOUNT: 61.0813.51000.810.0100.3330.000.710. INSTRUCTION-DUES AND FEES							
23007115	001	001402	JENKS PUBLIC SCHOOLS	03/30/23	385.00	385.00	JENKS GOLF TOURN 3/27
23007135	001	004330	SOUTHMOORE GOLF BOOSTER CLUB	03/30/23	200.00	200.00	BOYS GOLF TOURN SOUTHMOORE 3/21
					585.00	585.00	
DETAILS FOR ACCOUNT: 61.0813.52199.810.0813.3300.000.003. DUES AND FEES							
23006872	002	000494	CHOCTAW/NICOMA PARK PUBLIC SC	03/21/23	350.00	350.00	ENTRY FEES FOR NHS/NNHS BOYS MS G
23006873	001	001641	PLAINVIEW INDEPENDENT SCHOOL	03/21/23	350.00	350.00	NNHS AND NHS BOYS MS GOLF TOURNEY
23006874	001	001485	STILLWATER PUBLIC SCHOOLS	03/21/23	350.00	350.00	MS GOLF NNHS AND NHS BOYS ENTRY F
23006875	001	000726	MID-DEL PUBLIC SCHOOLS	03/21/23	380.00	380.00	MS GOLF TOURNEY FEE- NHS AND NNHS
					1,430.00	1,430.00	
DETAILS FOR ACCOUNT: 61.0815.51000.343.0100.3330.000.710. INSTR-GAME OFFICIALS SERVICES							
23006906	001	013999	TRENT, DANIEL	03/22/23	75.00	75.00	BASEBALL OFFICIAL 3/20
23006913	001	001823	GAME OFFICIALS FOR BLANKET EN	03/22/23	50.00	50.00	SOCCER REFEREE 3/21
23006920	001	001823	GAME OFFICIALS FOR BLANKET EN	03/22/23	40.00	40.00	SOCCER REFEREE
23007071	001	005505	JORGENSEN, RANDY	03/28/23	75.00	75.00	SOCCER REFEREE
23007072	001	014012	MALENOVIC, MATIJA	03/28/23	50.00	50.00	SOCCER REFEREE
23007073	001	005505	JORGENSEN, RANDY	03/28/23	50.00	50.00	SOCCER REFEREE
23007074	001	014012	MALENOVIC, MATIJA	03/28/23	40.00	40.00	SOCCER REFEREE
23007075	001	014012	MALENOVIC, MATIJA	03/28/23	40.00	40.00	SOCCER REFEREE
23007203	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	60.00	60.00	SOCCER REFEREE
					480.00	480.00	
DETAILS FOR ACCOUNT: 61.0815.51000.343.0800.3300.000.705. INSTR-GAME OFFICIALS SERVICES							
23007180	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	60.00	60.00	JV/V BOYS/GIRLS SOCCER VS NEWCAST
23007181	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	60.00	60.00	JV/V BOYS/GIRLS SOCCER VS NEWCAST
23007182	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	60.00	60.00	JV/V BOYS/GIRLS SOCCER VS SOUTHMO
23007183	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	60.00	60.00	JV/V BOYS/GIRLS SOCCER VS SOUTHMO
23007184	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	60.00	60.00	JV/V BOYS/GIRLS SOCCER VS PCW

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PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
23007185	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	60.00	60.00	JV/V BOYS/GIRLS SOCCER VS PCW
23007186	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	60.00	60.00	JV/V BOYS/GIRLS SOCCER VS DEER CR
23007187	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	60.00	60.00	JV/V BOYS/GIRLS SOCCER VS DEER CR
23007188	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	60.00	60.00	JV/V BOYS/GIRLS SOCCER VS YUKON
23007189	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	60.00	60.00	JV/V BOYS/GIRLS SOCCER VS YUKON
23007190	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	75.00	75.00	V BOYS/GIRLS SOCCER VS LAWTON
23007191	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	75.00	75.00	V BOYS/GIRLS SOCCER VS LAWTON
23007192	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	75.00	75.00	V BOYS/GIRLS SOCCER VS LAWTON
23007193	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	75.00	75.00	V BOYS/GIRLS SOCCER VS SOUTHMOORE
23007194	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	75.00	75.00	V BOYS/GIRLS SOCCER VS SOUTHMOORE
23007195	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	75.00	75.00	V BOYS/GIRLS SOCCER VS SOUTHMOORE
23007196	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	75.00	75.00	V BOYS/GIRLS SOCCER VS DEER CREEK
23007197	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	75.00	75.00	V BOYS/GIRLS SOCCER VS DEER CREEK
23007198	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	75.00	75.00	V BOYS/GIRLS SOCCER VS DEER CREEK
23007199	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	75.00	75.00	V BOYS/GIRLS SOCCER VS YUKON
23007200	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	75.00	75.00	V BOYS/GIRLS SOCCER VS YUKON
23007201	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	75.00	75.00	V BOYS/GIRLS SOCCER VS YUKON
					1,500.00	1,500.00	
DETAILS FOR ACCOUNT: 61.0818.52199.682.0800.0000.000.502. REFRESHMENTS/AWARDS/GIFTS							
23007006	001	001232	SAM'S EAST INC	03/24/23	300.00	300.00	REFRESHMENTS/SUPPLIES ECT FOR TRA
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.0819.51000.681.0100.3330.000.003. INSTR-COCURRICULAR SUPPLIES							
23006508	001	001269	BSN SPORTS	03/03/23	140.00	140.00	VOIT FOAM 6-1/4" DODGEBALL-PRISM
23006508	002	001269	BSN SPORTS	03/03/23	8.00	8.00	FREIGHT
					148.00	148.00	
DETAILS FOR ACCOUNT: 61.0819.51000.682.0100.3330.000.710. REFRESHMENTS/AWARDS/GIFTS							
23006397	001	500001	AMAZON MARKETPLACE	03/01/23	45.95	45.95	OKLAHOMA STATE FLAG FOR BASEBALL
23006605	001	005437	TCE IV LLC - TED'S CAFE ESCON	03/08/23	400.00	400.00	GIRLS BASKETBALL PLAY OFF LUNCH
					445.95	445.95	
DETAILS FOR ACCOUNT: 61.0819.52199.343.0800.0000.000.500. STUD SUPP-GAME OFFICIALS SERV							
23006636	001	001823	GAME OFFICIALS FOR BLANKET EN	03/08/23	90.00	90.00	IRIVNG/SOFTBALL/2 GAMES/OFFICIAL
23006637	001	001823	GAME OFFICIALS FOR BLANKET EN	03/08/23	90.00	90.00	IRVING/SOFTBALL/2 GAMES/OFFICIAL/
23006638	001	001823	GAME OFFICIALS FOR BLANKET EN	03/08/23	90.00	90.00	IRVING/SOFTBALL/2 GAMES/OFFICIAL/
					270.00	270.00	
DETAILS FOR ACCOUNT: 61.0819.52199.343.0800.0000.000.502. STUD SUPP-GAME OFFICIALS SERV							
23007253	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	155.00	155.00	SLOWPITCH OFFICIAL 2023
					155.00	155.00	
DETAILS FOR ACCOUNT: 61.0819.52199.682.0819.0000.000.003. REFRESHMENTS/AWARDS/GIFTS							
23006511	001	012200	JP MORGAN CHASE BANK NA	03/06/23	350.00	350.00	MEAL PROVIDED FOR STATE BASKETBAL
					350.00	350.00	
DETAILS FOR ACCOUNT: 61.0819.52199.683.0800.0000.000.504. STUD SUPP-EXTRA CURRICULAR SUP							
23007012	001	001269	BSN SPORTS	03/24/23	149.90	149.90	SOFTBALLS 1394792
23007012	002	001269	BSN SPORTS	03/24/23	63.75	63.75	RUBBER PITCHERS PLATE BBPPLATE
23007012	003	001269	BSN SPORTS	03/24/23	21.37	21.37	SHIPPING
					235.02	235.02	

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DETAILS FOR ACCOUNT: 61.0819.52199.810.0800.0000.000.502. STUDENT SUPPORT-DUES AND FEES							
23006596	001	001556	WEATHERFORD PUBLIC SCHOOLS	03/08/23	320.00	320.00	TRACK MEET FEES 4/1/23
23006597	001	001641	PLAINVIEW INDEPENDENT SCHOOL	03/08/23	200.00	200.00	TRACK INVITATIONAL 7TH AND 8TH, G
23006598	001	001926	DUNCAN PUBLIC SCHOOLS	03/08/23	300.00	300.00	TRACK INVITATIONAL 7TH AND 8TH, G
					820.00	820.00	
DETAILS FOR ACCOUNT: 61.0820.52199.810.0900.0000.000.112. DUES AND FEES							
23007245	001	003202	OKLAHOMA CITY MARATHON	04/03/23	1,540.00	1,540.00	STUDENT ADMISSIONS
23007245	002	003202	OKLAHOMA CITY MARATHON	04/03/23	270.00	270.00	ADULT ADMISSIONS
					1,810.00	1,810.00	
DETAILS FOR ACCOUNT: 61.0821.51000.810.0100.3330.000.705. INSTRUCTION-DUES AND FEES							
23007119	001	001876	BETHANY PUBLIC SCHOOLS	03/30/23	200.00	200.00	ENTRY FEE FOR LADY BRONCHO INVITA
23007120	001	001402	JENKS PUBLIC SCHOOLS	03/30/23	210.00	210.00	ENTRY FEE - JENKS TROJAN INVITATI
					410.00	410.00	
DETAILS FOR ACCOUNT: 61.0821.51000.810.0800.3300.000.705. INSTRUCTION-DUES AND FEES							
23007121	001	004330	SOUTHMOORE GOLF BOOSTER CLUB	03/30/23	200.00	200.00	ENTRY FEE FOR LADY SABERCAT INVIT
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0821.52199.810.0821.3300.000.003. DUES AND FEES							
23006871	002	006419	ELGIN PUBLIC SCHOOLS	03/21/23	600.00	250.00	ENTRY FEE FOR 2 MS GIRLS TEAMS
23006872	001	000494	CHOCTAW/NICOMA PARK PUBLIC SC	03/21/23	250.00	250.00	ENTRY FEES FOR NHS/NNHS GIRLS MS
23006875	002	000726	MID-DEL PUBLIC SCHOOLS	03/21/23	200.00	200.00	GOLF FEE FOR NNHS AND NHS GIRLS M
					1,050.00	700.00	
DETAILS FOR ACCOUNT: 61.0822.51000.343.0100.3330.000.710. INSTR-GAME OFFICIALS SERVICES							
23006918	001	001823	GAME OFFICIALS FOR BLANKET EN	03/22/23	40.00	40.00	SOCCER REFEREE 3/21
23006919	001	001823	GAME OFFICIALS FOR BLANKET EN	03/22/23	40.00	40.00	SOCCER REFEREE 3/21
23007124	001	014013	BANJO, DANIEL	03/30/23	75.00	75.00	SOCCER REFEREE
23007125	001	001823	GAME OFFICIALS FOR BLANKET EN	03/30/23	75.00	75.00	SOCCER REFEREE
23007126	001	014013	BANJO, DANIEL	03/30/23	50.00	50.00	SOCCER REFEREE
					280.00	280.00	
DETAILS FOR ACCOUNT: 61.0822.51000.343.0800.3300.000.705. INSTR-GAME OFFICIALS SERVICES							
23007180	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	60.00	60.00	JV/V BOYS/GIRLS SOCCER VS NEWCAST
23007181	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	60.00	60.00	JV/V BOYS/GIRLS SOCCER VS NEWCAST
23007182	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	60.00	60.00	JV/V BOYS/GIRLS SOCCER VS SOUTHMO
23007183	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	60.00	60.00	JV/V BOYS/GIRLS SOCCER VS SOUTHMO
23007184	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	60.00	60.00	JV/V BOYS/GIRLS SOCCER VS PCW
23007185	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	60.00	60.00	JV/V BOYS/GIRLS SOCCER VS PCW
23007186	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	60.00	60.00	JV/V BOYS/GIRLS SOCCER VS DEER CR
23007187	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	60.00	60.00	JV/V BOYS/GIRLS SOCCER VS DEER CR
23007188	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	60.00	60.00	JV/V BOYS/GIRLS SOCCER VS YUKON
23007189	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	60.00	60.00	JV/V BOYS/GIRLS SOCCER VS YUKON
23007190	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	75.00	75.00	V BOYS/GIRLS SOCCER VS LAWTON
23007191	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	75.00	75.00	V BOYS/GIRLS SOCCER VS LAWTON
23007192	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	75.00	75.00	V BOYS/GIRLS SOCCER VS LAWTON
23007193	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	75.00	75.00	V BOYS/GIRLS SOCCER VS SOUTHMOORE
23007194	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	75.00	75.00	V BOYS/GIRLS SOCCER VS SOUTHMOORE
23007195	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	75.00	75.00	V BOYS/GIRLS SOCCER VS SOUTHMOORE

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PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
23007196	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	75.00	75.00	V BOYS/GIRLS SOCCER VS DEER CREEK
23007197	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	75.00	75.00	V BOYS/GIRLS SOCCER VS DEER CREEK
23007198	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	75.00	75.00	V BOYS/GIRLS SOCCER VS DEER CREEK
23007199	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	75.00	75.00	V BOYS/GIRLS SOCCER VS YUKON
23007200	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	75.00	75.00	V BOYS/GIRLS SOCCER VS YUKON
23007201	001	001823	GAME OFFICIALS FOR BLANKET EN	04/03/23	75.00	75.00	V BOYS/GIRLS SOCCER VS YUKON
					1,500.00	1,500.00	
DETAILS FOR ACCOUNT: 61.0823.51000.681.0100.3330.000.710. COCURRICULAR SUPPLIES							
23006502	001	500001	AMAZON MARKETPLACE	03/03/23	67.42	67.42	15 JUMP ROPES-SWIMMING
					67.42	67.42	
DETAILS FOR ACCOUNT: 61.0824.51000.652.0100.0000.000.710. AUDIOVISUAL							
23007047	001	500001	AMAZON MARKETPLACE	03/28/23	225.00	225.00	HEADSETS USED FOR AP TESTING
					225.00	225.00	
DETAILS FOR ACCOUNT: 61.0824.52199.682.0900.0000.000.740. REFRESHMENTS/AWARDS/GIFTS							
23006521	001	001232	SAM'S EAST INC	03/07/23	250.00	250.00	SNACKS FOR STUDEMTS THAT ARE TAKI
					250.00	250.00	
DETAILS FOR ACCOUNT: 61.0825.51000.681.0100.1173.000.150. COCURRICULAR SUPPLIES							
23006828	001	000371	LOWE'S HOME CENTERS INC	03/20/23	500.00	500.00	STONES FOR ART - STEAM NIGHT
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0825.52199.619.0100.0000.000.004. GENERAL OFFICE SUPPLIES							
23006384	001	500000	AMAZON.COM	02/28/23	4,420.00	4,420.00	TRAVELING TEACHER ART SUPPLIES. W
23006385	001	010280	MICHAELS STORES INC	02/28/23	2,180.00	2,180.00	TRAVELING TEACHER ART SUPPLIES TO
23007053	001	000382	HOME DEPOT USA INC	03/28/23	570.00	570.00	HOT GLUE GUNS FOR NNHS
					7,170.00	7,170.00	
DETAILS FOR ACCOUNT: 61.0827.52199.619.0900.0000.000.125. STUDENT SUPP-GEN OFFICE SUPPLI							
23006589	001	500001	AMAZON MARKETPLACE	03/08/23	140.00	140.00	BLANK TIMELINE WALL PAPER
					140.00	140.00	
DETAILS FOR ACCOUNT: 61.0827.52213.682.0271.0000.000.050. REFRESHMENTS/AWARDS/GIFTS							
23006389	001	012200	JP MORGAN CHASE BANK NA	02/28/23	450.00	450.00	LUNCH FOR SDC MEMBERS DURING TOY
					450.00	450.00	
DETAILS FOR ACCOUNT: 61.0827.52340.682.0827.0000.000.001. OTH GEN ADMIN-AWARDS/GIFTS/DEC							
23007132	001	000082	NSS LLC	03/30/23	600.00	600.00	RETIREMENT PLAQUES
					600.00	600.00	
DETAILS FOR ACCOUNT: 61.0827.52340.682.0900.0000.000.001. REFRESHMENTS/AWARDS/GIFTS							
23006472	001	000829	MASTER TEACHER INC, THE	03/01/23	1,817.40	1,817.40	26-GOLDEN APPLES $46.95= $1220.70
23006472	002	000829	MASTER TEACHER INC, THE	03/01/23	110.00	110.00	SHIPPING
					1,927.40	1,927.40	
DETAILS FOR ACCOUNT: 61.0827.52573.860.0900.0000.000.504. STAFF REGISTRATION & TUITION							
23006563	001	000200	ASSOCIATION FOR MIDDLE LEVEL	03/08/23	3,900.00	3,900.00	REGISTRATION FOR LIZ OLSEN, RACHE
					3,900.00	3,900.00	

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PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 61.0830.52199.582.0800.0000.000.705. OUT OF DISTRICT TRAVEL							
23006497	001	013579	WRIGHT, HALLIE	03/03/23	1,000.00	785.67	MILEAGE REIMBURSEMENT FOR HALLIE
					1,000.00	785.67	
DETAILS FOR ACCOUNT: 61.0830.52213.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
23006978	001	012200	JP MORGAN CHASE BANK NA	03/23/23	450.00	450.00	LUNCH FOR DEPARTMENT CHAIR RETREA
					450.00	450.00	
DETAILS FOR ACCOUNT: 61.0830.52410.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
23006555	001	001232	SAM'S EAST INC	03/07/23	2,000.00	2,000.00	SUPPLIES FOR MONTHLY PANCAKE BREA
					2,000.00	2,000.00	
DETAILS FOR ACCOUNT: 61.0840.52199.449.0900.0000.000.705. OTHER RENTALS OR LEASE SERVICE							
23006749	001	000468	CROSSLAND'S A & A RENT-ALL &	03/15/23	180.00	180.00	AG-ED RENTAL FOR FIELD TRIP TO SC
					180.00	180.00	
DETAILS FOR ACCOUNT: 61.0840.52199.582.0900.0000.000.705. STUDENT SUPP-OUT OF DIST TRAVE							
23006974	001	012200	JP MORGAN CHASE BANK NA	03/23/23	600.00	600.00	LA QUINTA INN & SUITES BY WYNDHAM
					600.00	600.00	
DETAILS FOR ACCOUNT: 61.0840.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
23007214	001	011435	MAULDIN, NICK - CHICK FIL A	04/03/23	1,500.00	1,500.00	DINNER FOR 350 FFA STUDENTS
					1,500.00	1,500.00	
DETAILS FOR ACCOUNT: 61.0840.52199.683.0900.0000.000.705. STUD SUPP-EXTRA CURRICULAR SUP							
23006977	001	012200	JP MORGAN CHASE BANK NA	03/23/23	500.00	500.00	FOR EMERGENCY P-CARD PURCHASES ST
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0840.52720.515.0900.0000.000.705. VEH OP-STUD OUT OF DIST LODGE							
23007086	001	012200	JP MORGAN CHASE BANK NA	03/29/23	750.00	750.00	STATE FFA CONVENTION IN TULSA MAY
					750.00	750.00	
DETAILS FOR ACCOUNT: 61.0845.52220.642.0900.0000.000.155. PERIODICALS							
23006991	001	005190	COX SUBSCRIPTIONS INC	03/24/23	121.03	121.03	TRUMAN LIBRARY PERIODICAL SUBSCRI
					121.03	121.03	
DETAILS FOR ACCOUNT: 61.0845.52220.683.0900.0000.000.155. EXTRA CURRICULAR SUPPLIES							
23007109	001	500000	AMAZON.COM	03/30/23	250.00	250.00	ITEMS NEEDED FOR MAKERS SPACE IN
					250.00	250.00	
DETAILS FOR ACCOUNT: 61.0845.53200.670.0900.0000.000.125. MDSE-PURCH FOR RESALE FOR FND							
23007251	001	001239	SCHOLASTIC BOOK FAIRS	04/03/23	2,500.00	2,500.00	SCHOLASTIC BOOK FAIR SPRING 2023
					2,500.00	2,500.00	
DETAILS FOR ACCOUNT: 61.0846.53200.660.0900.0000.000.705. ENTERPRISE-MDSE-PURCH RESALE							
23007105	001	000591	B&C APPAREL LLC	03/30/23	600.00	600.00	SHIRTS FOR DRAMA STUDENTS
					600.00	600.00	
DETAILS FOR ACCOUNT: 61.0860.51000.810.0100.0000.000.145. INSTRUCTION-DUES AND FEES							
23007246	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	04/03/23	228.00	228.00	OKC ZOO 2ND GRADE FIELD TRIP STUD
					228.00	228.00	

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DETAILS FOR ACCOUNT: 61.0860.51000.810.0100.1050.000.112. INSTRUCTION-DUES AND FEES							
23007242	001	003251	WILLIAM FREMONT HARN GARDENS	04/03/23	810.00	810.00	STUDENT ADMISSIONS 3RD GRADE FIEL
					810.00	810.00	
DETAILS FOR ACCOUNT: 61.0860.51000.810.0100.1050.000.151. DUES AND FEES							
23007044	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	03/27/23	570.00	570.00	ENTRY FEES FOR STUDENTS TO ZOO, 9
23007055	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	03/28/23	570.00	570.00	95 ENTRY FEES @ $6 EACH
23007056	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	03/28/23	570.00	570.00	$6/STUDENT 95 GATE FEE
23007122	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	03/30/23	570.00	570.00	ENTRY FEES @ $6/STUDENT (95)
					2,280.00	2,280.00	
DETAILS FOR ACCOUNT: 61.0860.51000.810.0900.0000.000.165. INSTRUCTION-DUES AND FEES							
23007248	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	04/03/23	648.00	648.00	1ST GRADE FIELD TRIP - OKC ZOO -
23007250	001	000542	JASMINE MORAN CHILDREN'S MUSE	04/03/23	756.00	756.00	KINDER FIELD TRIP JASMINE MORAN -
					1,404.00	1,404.00	
DETAILS FOR ACCOUNT: 61.0860.51000.810.0900.1050.000.160. DUES AND FEES							
23006825	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	03/20/23	696.00	696.00	ADMISSION TO THE ZOO ON MARCH 29,
					696.00	696.00	
DETAILS FOR ACCOUNT: 61.0860.52199.683.0100.1050.000.155. EXTRA CURRICULAR SUPPLIES							
23006813	001	500000	AMAZON.COM	03/20/23	25.00	25.00	THERAPY SWING NEEDED FOR RESOURCE
					25.00	25.00	
DETAILS FOR ACCOUNT: 61.0860.52199.810.0900.0000.000.153. STUDENT SUPPORT-DUES AND FEES							
23006551	001	001295	ORR FAMILY FARM & RR LLC	03/07/23	1,620.00	1,620.00	KINDER FIELD TRIP TO ORR FAMILY F
23006667	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	03/10/23	552.00	552.00	1ST GRADE FIELD TRIP TO THE OKC Z
					2,172.00	2,172.00	
DETAILS FOR ACCOUNT: 61.0860.52199.810.0900.0000.000.740. DUES AND FEES							
23006858	001	003193	MYRIAD GARDENS FOUNDATION	03/21/23	250.00	250.00	FIELD TRIP 3/23 SEE ATTACHMENT, D
					250.00	250.00	
DETAILS FOR ACCOUNT: 61.0861.52199.619.0900.0000.000.705. STUDENT SUPP-GEN OFFICE SUPPLI							
23006586	001	007747	SCHOOL SAFE ID LLC	03/08/23	2,000.00	1,730.05	SUPPLIES FOR LABEL/ID MACHINES, I
					2,000.00	1,730.05	
DETAILS FOR ACCOUNT: 61.0864.52199.683.0900.0000.000.705. EXTRA CURRICULAR SUPPLIES							
23006979	001	500000	AMAZON.COM	03/23/23	200.00	200.00	FRENCH CLUB CLASSROOM SUPPLIES 22
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0866.51000.619.0100.1050.000.110. INSTR-GENERAL OFFICE SUPPLIES							
23007040	001	500000	AMAZON.COM	03/27/23	500.00	500.00	INSTR SUPPLIES FOR TEACHER AND ST
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0866.51000.651.0100.1050.000.150. APPLIANCES/FURN/FIXTURES							
23006968	001	500001	AMAZON MARKETPLACE	03/23/23	1,000.00	1,000.00	8 PAPER ROLL RACK PTA WILL REIMB
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.0866.51000.655.0100.1050.000.130. INSTRUCTION-INSTRUMENTS							
23006529	001	000122	MACIE PUBLISHING CO	03/07/23	198.00	198.00	QUOTE 6731 - PO TO PURCHASE 40 KI
					198.00	198.00	

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DETAILS FOR ACCOUNT: 61.0866.51000.681.0100.1050.000.151. COCURRICULAR SUPPLIES							
23007043	001	500001	AMAZON MARKETPLACE	03/27/23	918.50	67.89	COCURRICULAR ITEMS TO EXPLORE STE
					918.50	67.89	
DETAILS FOR ACCOUNT: 61.0866.51000.681.0129.2500.000.006. COCURRICULAR SUPPLIES							
23006895	001	003938	CAHILL ENTERPRISES INC - HOBB	03/21/23	229.98	229.98	ITEM SPMR1010 DXS TRANSMITTER ONL
23006895	002	003938	CAHILL ENTERPRISES INC - HOBB	03/21/23	249.99	249.99	ITEM SPMR1010 DX6E TRANSMITTER ON
23006895	003	003938	CAHILL ENTERPRISES INC - HOBB	03/21/23	239.99	239.99	ITEM PTK-8517 PROTEK QUAD CHARGER
					719.96	719.96	
DETAILS FOR ACCOUNT: 61.0866.51000.810.0100.1050.000.110. INSTRUCTION-DUES AND FEES							
23007031	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	03/27/23	600.00	600.00	FIELD TRIP ADMISSION FEES - FIRST
					600.00	600.00	
DETAILS FOR ACCOUNT: 61.0866.51000.810.0900.0000.000.120. INSTRUCTION-DUES AND FEES							
23007022	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	03/24/23	400.00	400.00	ZOO ADMISSION
					400.00	400.00	
DETAILS FOR ACCOUNT: 61.0866.52132.616.0900.0000.000.110. FIRST AID SUPPLIES							
23006801	001	001232	SAM'S EAST INC	03/20/23	150.00	150.00	SUPPLIES FOR HEALTH ASST FOR REST
					150.00	150.00	
DETAILS FOR ACCOUNT: 61.0866.52199.641.0900.0000.000.120. STUDENT SUPPORT-BOOKS							
23007068	001	500000	AMAZON.COM	03/28/23	100.00	100.00	THE IMPORTANT BOOK
					100.00	100.00	
DETAILS FOR ACCOUNT: 61.0866.52199.653.0900.0000.000.710. STUDENT SUPPORT-COMPUTERS							
23006398	001	500001	AMAZON MARKETPLACE	03/01/23	55.00	55.00	FIRESTICK TO USE TO TRY OUT RISE
					55.00	55.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.110. REFRESHMENTS/AWARDS/GIFTS							
23007041	001	001232	SAM'S EAST INC	03/27/23	75.00	75.00	STUDENT SNACKS FOR TESTING
					75.00	75.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.145. REFRESHMENTS/AWARDS/GIFTS							
23006530	001	001865	AMERICAN CITIZENSHIP AWARDS P	03/07/23	70.00	70.00	1) SET OF 10 NAVY FOLDERS W/GOLD
					70.00	70.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.150. REFRESHMENTS/AWARDS/GIFTS							
23007046	001	001225	WALMART STORES INC	03/28/23	250.00	250.00	REFRESHEMENTS AND DECOR
					250.00	250.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
23006432	001	000285	JOSTENS INC	03/01/23	84.00	84.00	DARK GREEN AND ORANGE HONOR CORDS
					84.00	84.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.740. REFRESHMENTS/AWARDS/GIFTS							
23006609	001	008147	SONIC DRIVE IN	03/08/23	100.00	100.00	GIFT CARDS FOR STUDENTS INCENTIVE
					100.00	100.00	

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DETAILS FOR ACCOUNT: 61.0866.52199.683.0129.2500.000.006. EXTRA CURRICULAR SUPPLIES							
23007208	001	013588	CHEROKEE CAP CREATIONS INC	04/03/23	26.50	26.50	ITEM #18500 GILDAN HEAVY BLENDED
					26.50	26.50	
DETAILS FOR ACCOUNT: 61.0866.52199.683.0900.0000.000.110. STUD SUPP-EXTRA CURRICULAR SUP							
23006826	001	002561	MARCUMS NURSERY INC	03/20/23	150.00	150.00	GARDENING SUPPLIES
23006829	001	000371	LOWE'S HOME CENTERS INC	03/20/23	150.00	150.00	GARDENING SUPPLIES
23007033	001	050009	WALMART	03/27/23	200.00	200.00	CHORUS SHIRT SUPPLIES FOR STUDENT
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0866.52199.683.0900.0000.000.112. STUD SUPP-EXTRA CURRICULAR SUP							
23007252	001	500000	AMAZON.COM	04/03/23	75.00	75.00	ORDER INCLUDES: 2) EMBOSSED SEALS
					75.00	75.00	
DETAILS FOR ACCOUNT: 61.0866.52199.683.0900.0000.000.145. STUD SUPP-EXTRA CURRICULAR SUP							
23006702	001	500001	AMAZON MARKETPLACE	03/10/23	32.00	32.00	BEACH BALLS FOR GOOD MORNING WILS
					32.00	32.00	
DETAILS FOR ACCOUNT: 61.0866.52199.810.0900.0000.000.122. STUDENT SUPPORT-DUES AND FEES							
23006485	001	000542	JASMINE MORAN CHILDREN'S MUSE	03/02/23	500.00	180.50	1ST GRADE FIELD TRIP JASMINE MORA
					500.00	180.50	
DETAILS FOR ACCOUNT: 61.0866.52199.810.0900.0000.000.500. STUDENT SUPPORT-DUES AND FEES							
23006525	001	730072	UNIVERSITY OF OKLAHOMA	03/07/23	50.00	50.00	IRVING LA-5 -STUDENTS ENTRY FEE F
23006921	001	001639	OKLAHOMA ASSOCIATION FOR ACAD	03/22/23	380.00	380.00	IRVING ACADEMIC TEAM BOWL 1-MID L
					430.00	430.00	
DETAILS FOR ACCOUNT: 61.0866.52213.682.0271.0000.000.501. REFRESHMENTS/AWARDS/GIFTS							
23006855	001	001232	SAM'S EAST INC	03/21/23	250.00	250.00	FOOD ITEMS FOR IN-SERVICES 2022-2
					250.00	250.00	
DETAILS FOR ACCOUNT: 61.0866.52220.322.0900.0000.000.110. INSTRUCTIONAL SERVICES							
23007032	001	013986	KNAPP, JEFFERSON	03/27/23	100.00	100.00	ADAMS LIBRARY AUTHOR AM VISIT 04.
					100.00	100.00	
DETAILS FOR ACCOUNT: 61.0866.52410.611.0900.0000.000.112. PRINC OFF-PAPER SUPPLIES							
23006629	001	500000	AMAZON.COM	03/08/23	375.00	375.00	BULLETIN BOARD PAPER: 2) BLACK 1)
					375.00	375.00	
DETAILS FOR ACCOUNT: 61.0866.52410.619.0900.0000.000.145. PRINC OFF-GEN OFFICE SUPPLIES							
23006973	001	000015	STAPLES CONTRACT & COMMERCIAL	03/23/23	165.00	165.00	2) sets of 5x7 MANILLA ENVELOPES
23006975	001	500001	AMAZON MARKETPLACE	03/23/23	22.00	22.00	CORDLESS GLUE GUN
					187.00	187.00	
DETAILS FOR ACCOUNT: 61.0866.52410.619.0900.0000.000.504. PRINC OFF-GEN OFFICE SUPPLIES							
23007212	001	500000	AMAZON.COM	04/03/23	400.00	400.00	SUPPLIES FOR THE OFFICE
23007218	001	001232	SAM'S EAST INC	04/03/23	600.00	600.00	SUPPLIES FOR THE OFFICE
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.0866.52410.641.0100.0000.000.501. BOOKS							
23006484	001	500000	AMAZON.COM	03/02/23	72.00	72.00	BOOK "CRUCIAL CONVERSATIONS: TOOL
					72.00	72.00	

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DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.115. REFRESHMENTS/AWARDS/GIFTS							
23007235	001	001232	SAM'S EAST INC	04/03/23	300.00	300.00	JACKSON - SNACKS/LUNCH FOR PRO DE
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.120. REFRESHMENTS/AWARDS/GIFTS							
23006971	001	005437	TCE IV LLC - TED'S CAFE ESCON	03/23/23	500.00	500.00	Faculty Luncheon - Sam Lingle Don
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.135. PRINC OFF-AWARDS/GIFTS/DECOR							
23006972	001	001232	SAM'S EAST INC	03/23/23	300.00	129.21	FOOD AND SUPPLIES FOR STAFF DEVEL
					300.00	129.21	
DETAILS FOR ACCOUNT: 61.0866.52573.860.0900.0000.000.705. INSERV TRAIN-STAFF REG & TUITI							
23006956	001	013982	SHILOH SUMMER CAMP INC	03/23/23	525.00	525.00	DEPARTMENT CHAIR RETREAT APRIL 24
					525.00	525.00	
DETAILS FOR ACCOUNT: 61.0866.52720.442.0900.0000.000.140. EQUIPMENT AND VEHICLE SERVICES							
23006453	001	012639	PARIS LIMOSINES OF OKLAHOMA L	03/01/23	600.00	600.00	LIMO FOR FANCY FRIDAY - DONATION
					600.00	600.00	
DETAILS FOR ACCOUNT: 61.0873.52199.619.0900.0000.000.112. STUDENT SUPP-GEN OFFICE SUPPLI							
23006600	001	005787	SCHOOL DATEBOOKS INC	03/08/23	269.00	269.00	CONTRACT PRICE FOR 100 STUDENT AG
					269.00	269.00	
DETAILS FOR ACCOUNT: 61.0880.52199.443.0900.0000.000.710. STUD SUPP-LAND AND BUILD SERV							
23006595	001	000625	CITY OF NORMAN	03/08/23	80.00	80.00	PARK RENTAL FOR SENIO PICNIC AT R
					80.00	80.00	
DETAILS FOR ACCOUNT: 61.0882.52199.582.0900.0000.000.710. STUDENT SUPP-OUT OF DIST TRAVE							
23006478	001	002093	WILSON, JAMIE	03/02/23	200.00	40.18	MILEAGE REIMBURSEMENT FOR TRIP TO
					200.00	40.18	
DETAILS FOR ACCOUNT: 61.0882.52199.583.0900.0000.000.710. OUT OF STATE TRAVEL							
23006594	001	002093	WILSON, JAMIE	03/08/23	420.00	420.00	PER DIEM DECA ICDC OROLAND, FLOR
					420.00	420.00	
DETAILS FOR ACCOUNT: 61.0882.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
23006642	001	012200	JP MORGAN CHASE BANK NA	03/08/23	1,500.00	1,500.00	TO COVER COSTS OF ONE DINNER FOR
					1,500.00	1,500.00	
DETAILS FOR ACCOUNT: 61.0882.52199.683.0900.0000.000.705. STUD SUPP-EXTRA CURRICULAR SUP							
23006902	002	011017	CONFERENCE DIRECT	03/21/23	75.00	75.00	5 SHIRTS @ $15 EACH
					75.00	75.00	
DETAILS FOR ACCOUNT: 61.0882.52199.683.0900.0000.000.710. STUD SUPP-EXTRA CURRICULAR SUP							
23006766	001	013393	TRANSFER EXPRESS INC	03/16/23	750.00	394.80	HEAT TRANSFERS TO PUT ON TO SHIRT
					750.00	394.80	
DETAILS FOR ACCOUNT: 61.0882.52199.810.0900.0000.000.705. STUDENT SUPPORT-DUES AND FEES							
23006901	001	011017	CONFERENCE DIRECT	03/21/23	1,440.00	1,440.00	EVENTS DURING THE CONFERENCE DIS
					1,440.00	1,440.00	

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DETAILS FOR ACCOUNT: 61.0882.52720.513.0900.0000.000.710. VEH OP-STUD TRANS OUTSIDE AGEN							
23006641	001	012200	JP MORGAN CHASE BANK NA	03/08/23	2,500.00	2,500.00	TO COVER COSTS FOR TRANSPORTATION
					2,500.00	2,500.00	
DETAILS FOR ACCOUNT: 61.0882.52720.515.0900.0000.000.705. VEH OP-STUD OUT OF DIST LODGE							
23006902	003	011017	CONFERENCE DIRECT	03/21/23	2,819.96	2,819.96	HOTEL FOR DECA CONFERENCE IN APRI
					2,819.96	2,819.96	
DETAILS FOR ACCOUNT: 61.0882.53200.670.0900.0000.000.705. ENTERPRISE-MDSE-PURCH FOR RESA							
23006788	001	001232	SAM'S EAST INC	03/16/23	500.00	500.00	CANDY AND SNACKS FOR RESSALE IN T
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0882.53200.670.0900.0000.000.710. ENTERPRISE-MDSE-PURCH FOR RESA							
23006584	001	000751	BEN E KEITH FOODS INC	03/08/23	6,000.00	6,000.00	BLANKET PO FOR ITEMS SOLD IN DECA
23006834	001	001232	SAM'S EAST INC	03/20/23	6,000.00	6,000.00	BLANKET PO FOR ITEMS SOLD IN DECA
					12,000.00	12,000.00	
DETAILS FOR ACCOUNT: 61.0891.52199.651.0900.0000.000.710. APPLIANCES/FURN/FIXTURES							
23007138	001	000382	HOME DEPOT USA INC	03/30/23	876.00	876.00	JOBSITE SERIES SCAFFOLD WORK PLAT
					876.00	876.00	
DETAILS FOR ACCOUNT: 61.0891.52199.652.0900.0000.000.710. AUDIOVISUAL							
23007137	001	000041	B & H PHOTO & ELECTRONICS	03/30/23	1,600.00	1,600.00	SENHEISER RACKMOUNT WIRELESS EARS
					1,600.00	1,600.00	
DETAILS FOR ACCOUNT: 61.0891.52199.683.0900.0000.000.710. STUD SUPP-EXTRA CURRICULAR SUP							
23007136	001	500001	AMAZON MARKETPLACE	03/30/23	1,600.00	1,600.00	SUPPLIES FOR SPUD PAINTS PAPER S
					1,600.00	1,600.00	
DETAILS FOR ACCOUNT: 61.0896.51000.322.0100.1050.000.112. INSTRUCTIONAL SERVICES							
23006862	001	011007	HARRISON, HANNAH E	03/21/23	570.00	570.00	CLEVELAND LIBRARY AUTHOR VISIT -
					570.00	570.00	
DETAILS FOR ACCOUNT: 61.0896.51000.322.0100.1050.000.140. INSTRUCTIONAL SERVICES							
23006588	001	011007	HARRISON, HANNAH E	03/08/23	264.00	264.00	EISENHOWER LIBRARY AUTHOR VISIT -
					264.00	264.00	
DETAILS FOR ACCOUNT: 61.0896.51000.641.0100.1050.000.153. BOOKS							
23007229	001	008993	FINDAWAY WORLD LLC	04/03/23	2,533.18	2,533.18	AUDIOBOOKS FOR LIBRARY 46 items r
					2,533.18	2,533.18	
DETAILS FOR ACCOUNT: 61.0896.52199.619.0900.0000.000.710. STUDENT SUPP-GEN OFFICE SUPPLI							
23006400	001	500001	AMAZON MARKETPLACE	03/01/23	12.00	12.00	VACUUM CLEANER BELTS AND FILTER C
					12.00	12.00	
DETAILS FOR ACCOUNT: 61.0896.52199.641.0900.0000.000.500. STUDENT SUPPORT-BOOKS							
23006639	001	011562	FIRST BOOK	03/08/23	750.00	750.00	IRVING/LIBARY/80 COPIES OF THE BO
					750.00	750.00	
DETAILS FOR ACCOUNT: 61.0896.52220.322.0100.1050.000.107. INSTRUCTIONAL SERVICES							
23006861	001	002562	TITUS, DAVID	03/21/23	200.00	200.00	LAKEVIEW AUTHOR VISIT - FULL DAY
					200.00	200.00	

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DETAILS FOR ACCOUNT: 61.0896.52220.322.0900.0000.000.151. INSTRUCTIONAL SERVICES							
23007090	001	010726	MAIER, BRENDA DARLENE	03/30/23	700.00	700.00	REAGAN LIBRARY AUTHOR VISIT 4.7.2
					700.00	700.00	
DETAILS FOR ACCOUNT: 61.0896.52220.641.0100.1050.000.110. BOOKS							
23006452	001	000259	HERTZBERG-NEW METHOD INC -	03/01/23	37.00	37.00	BOOKS FOR ADAMS LIBRARY - AWARD W
					37.00	37.00	
DETAILS FOR ACCOUNT: 61.0896.52220.641.0900.0000.000.107. LIBR MEDIA-BOOKS							
23006557	001	000259	HERTZBERG-NEW METHOD INC -	03/08/23	352.62	352.62	BOOKS FOR LAKEVIEW LIBRARY
					352.62	352.62	
DETAILS FOR ACCOUNT: 61.0896.52220.642.0900.0000.000.160. PERIODICALS							
23006980	001	005190	COX SUBSCRIPTIONS INC	03/24/23	96.32	96.32	WASHINGTON LIBRARY PERIODICAL SUB
					96.32	96.32	
DETAILS FOR ACCOUNT: 61.0896.52220.653.0100.1050.000.160. TECH RELATED SUPPLIES							
23006676	001	010638	SPHERO INC	03/10/23	318.42	318.42	QUOTE QT011256 DATED 03/06/23 VAL
					318.42	318.42	
DETAILS FOR ACCOUNT: 61.0896.53200.670.0900.0000.000.107. ENTERPRISE-MDSE-PURCH FOR RESA							
23006580	001	001239	SCHOLASTIC BOOK FAIRS	03/08/23	3,000.00	3,000.00	SPRING BOOK FAIR
					3,000.00	3,000.00	
DETAILS FOR ACCOUNT: 61.0896.53200.670.0900.0000.000.112. ENTERPRISE-MDSE-PURCH FOR RESA							
23007241	001	001239	SCHOLASTIC BOOK FAIRS	04/03/23	5,000.00	5,000.00	SPRING 2023 BOOK FAIR SALES
					5,000.00	5,000.00	
DETAILS FOR ACCOUNT: 61.0896.53200.670.0900.0000.000.140. ENTERPRISE-MDSE-PURCH FOR RESA							
23007058	001	013457	LITERATI INC	03/28/23	5,000.00	5,000.00	SPRING BOOK FAIR FOR THE SCHOOL
					5,000.00	5,000.00	
DETAILS FOR ACCOUNT: 61.0905.52199.683.0900.0000.000.705. STUD SUPP-EXTRA CURRICULAR SUP							
23006744	001	500000	AMAZON.COM	03/14/23	100.00	100.00	SUPPLIES FOR GEOMETRY PROJECT IN
					100.00	100.00	
DETAILS FOR ACCOUNT: 61.0906.52199.346.0900.0000.000.112. TECHNOLOGY RELATED TECHNICAL S							
23006816	001	000319	HORTON, PAT - HORTON PRODUCTI	03/20/23	470.00	470.00	1ST GRADE MUSIC PROGRAM DVD'S PRO
23007243	001	000319	HORTON, PAT - HORTON PRODUCTI	04/03/23	465.00	465.00	PRODUCE/EDIT/DELIVER DVD'S FOR
					935.00	935.00	
DETAILS FOR ACCOUNT: 61.0906.53200.660.0900.0000.000.112. ENTERPRISE-MDSE-PURCH RESALE							
23006815	001	000527	MASSIVE GRAPHICS INC	03/20/23	324.00	324.00	YOUTH SIZE SMALL
23006815	002	000527	MASSIVE GRAPHICS INC	03/20/23	351.00	351.00	YOUTH SIZE MEDIUM
23006815	003	000527	MASSIVE GRAPHICS INC	03/20/23	72.00	72.00	YOUTH SIZE LARGE
23006815	004	000527	MASSIVE GRAPHICS INC	03/20/23	36.00	36.00	ADULT SIZE SMALL
23006815	005	000527	MASSIVE GRAPHICS INC	03/20/23	45.00	45.00	ADULT SIZE MEDIUM
23006815	006	000527	MASSIVE GRAPHICS INC	03/20/23	72.00	72.00	ADULT SIZE LARGE
23006815	007	000527	MASSIVE GRAPHICS INC	03/20/23	18.00	18.00	ADULT SIZE XL
23006815	008	000527	MASSIVE GRAPHICS INC	03/20/23	11.00	11.00	ADULT SIZE XXL
23006815	009	000527	MASSIVE GRAPHICS INC	03/20/23	12.00	12.00	ADULT SIZE XXXL
					941.00	941.00	

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DETAILS FOR ACCOUNT: 61.0911.51000.681.0100.1183.000.501. COCURRICULAR SUPPLIES							
23007089	001	000125	JW PEPPER & SON INC	03/29/23	169.99	7.00	CONCERT PIECES (1) HABANERA - $48
					169.99	7.00	
DETAILS FOR ACCOUNT: 61.0911.51000.681.0100.2800.000.710. INSTR-COCURRICULAR SUPPLIES							
23006765	001	500001	AMAZON MARKETPLACE	03/16/23	150.00	150.00	BOUTONNIERS FOR ORCHESTRA SENIORS
					150.00	150.00	
DETAILS FOR ACCOUNT: 61.0919.52199.683.0900.0000.000.135. EXTRA CURRICULAR SUPPLIES							
23006619	001	000527	MASSIVE GRAPHICS INC	03/08/23	250.00	250.00	TSHIRTS FOR PODCAST TEAM
					250.00	250.00	
DETAILS FOR ACCOUNT: 61.0919.52199.810.0900.0000.000.150. STUDENT SUPPORT-DUES AND FEES							
23006685	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	03/10/23	450.00	450.00	TICKETS 75 STUDENTS 7 CHAPERONES
					450.00	450.00	
DETAILS FOR ACCOUNT: 61.0922.51000.682.0100.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
23006769	001	001232	SAM'S EAST INC	03/16/23	450.00	450.00	FOOD ITEMS NEEDED FOR NATIVE AMER
23006770	001	001225	WALMART STORES INC	03/16/23	40.00	40.00	WALMART •DISPOSABLE TABLE CLOTHS
23006772	001	008678	HOBBY LOBBY	03/16/23	60.00	60.00	CULTURAL SHARING WEEK HOBBY LOBBY
					550.00	550.00	
DETAILS FOR ACCOUNT: 61.0924.52199.616.0900.0000.000.145. FIRST AID SUPPLIES							
23006546	001	500001	AMAZON MARKETPLACE	03/07/23	25.00	25.00	COLD PACKS FOR NURSES OFFICE
					25.00	25.00	
DETAILS FOR ACCOUNT: 61.0924.52199.653.0900.0000.000.107. COMPUTERS							
23007091	001	010357	PERSONALIZED LEARNING GAMES I	03/30/23	60.00	60.00	CENTERVENTION 5 LICENSES
					60.00	60.00	
DETAILS FOR ACCOUNT: 61.0924.52199.683.0900.0000.000.107. EXTRA CURRICULAR SUPPLIES							
23006674	001	002562	TITUS, DAVID	03/10/23	168.00	168.00	STANADARD STRINGS BAG OF 110 FOR
					168.00	168.00	
DETAILS FOR ACCOUNT: 61.0934.52199.346.0900.0000.000.710. TECHNOLOGY RELATED TECHNICAL S							
23006701	001	006208	GRIER, DERRICK JEROME	03/10/23	420.00	420.00	DJ SERVICES FOR PROM
					420.00	420.00	
DETAILS FOR ACCOUNT: 61.0934.52199.449.0900.0000.000.710. STUD SUPP-OTH RENT OR LEASE SE							
23006649	001	006238	MARIANNES RENTALS FOR SPECIAL	03/08/23	926.50	926.50	(1) EIFFEL TOWER: $75.00 (15) CA
					926.50	926.50	
DETAILS FOR ACCOUNT: 61.0934.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
23006427	001	013960	ANEW BEGINNING FLORIST	03/01/23	699.90	699.90	(10) FRESH FLOWER CENTERPIECES.
					699.90	699.90	
DETAILS FOR ACCOUNT: 61.0934.52199.683.0934.0000.000.705. EXTRA CURRICULAR SUPPLIES							
23006582	001	500000	AMAZON.COM	03/08/23	1,500.00	1,155.85	PROM SUPPLIES FOR SY 22-23 4 FAKE
					1,500.00	1,155.85	

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DETAILS FOR ACCOUNT: 61.0938.52410.619.0900.0000.000.502. PRINC OFF-GEN OFFICE SUPPLIES							
23007010	001	011356	MASCOT JUNCTION INC - THOMPSO	03/24/23	2,179.12	2,179.12	POSTERS,OFFICE SUPPLIES,ECT PCARD
					2,179.12	2,179.12	
DETAILS FOR ACCOUNT: 61.0942.51000.641.0100.5400.000.504. INSTRUCTIONAL-BOOKS							
23006540	001	000259	HERTZBERG-NEW METHOD INC -	03/07/23	554.40	554.40	AFRICAN TOWN BOOKS
					554.40	554.40	
DETAILS FOR ACCOUNT: 61.0942.52199.682.0900.0000.000.504. REFRESHMENTS/AWARDS/GIFTS							
23006467	001	010970	MPOK 5039 LLC - MARCO'S PIZZA	03/01/23	75.00	75.00	PIZZA FOR STUDENTS
					75.00	75.00	
DETAILS FOR ACCOUNT: 61.0943.52199.683.0900.0000.000.107. STUD SUPP-EXTRA CURRICULAR SUP							
23006603	001	002459	SPEED STACKS INC	03/08/23	500.00	500.00	SPEED STACK CUPS
23006669	001	003076	AMERICAN HEART ASSOCIATION	03/10/23	2,000.00	2,000.00	JUMP ROPE FOR HEART
					2,500.00	2,500.00	
DETAILS FOR ACCOUNT: 61.0953.51000.681.0100.1184.000.504. COCURRICULAR SUPPLIES							
23006468	001	010413	PARTY CITY CORPORTATION - PAR	03/01/23	50.00	50.00	SUPPLIES FOR SCHOOL PLAY PTO REIM
					50.00	50.00	
DETAILS FOR ACCOUNT: 61.0953.51000.810.0100.4000.000.705. INSTRUCTION-DUES AND FEES							
23006955	001	001637	BIXBY PUBLIC SCHOOLS	03/23/23	200.00	151.00	2/24-2/25 SPEECH/DEBATE TOURNAMEN
					200.00	151.00	
DETAILS FOR ACCOUNT: 61.0953.51000.810.0100.4000.000.710. INSTRUCTION-DUES AND FEES							
23006700	001	000424	OKLAHOMA SECONDARY SCHOOL ACT	03/10/23	350.00	350.00	OSSAA REGIONALS ENTRY FEES
					350.00	350.00	
DETAILS FOR ACCOUNT: 61.0953.52199.683.0900.0000.000.710. STUD SUPP-EXTRA CURRICULAR SUP							
23006764	001	500001	AMAZON MARKETPLACE	03/16/23	40.00	40.00	PLASTIC CONTAINER TO REPLACE THE
					40.00	40.00	
DETAILS FOR ACCOUNT: 61.0953.52199.810.0900.0000.000.705. STUDENT SUPPORT-DUES AND FEES							
23006482	001	000424	OKLAHOMA SECONDARY SCHOOL ACT	03/02/23	200.00	200.00	ENTRY FEES FOR REGIONAL & STATE S
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0954.51000.810.0239.0000.000.502. DUES AND FEES							
23007076	001	710004	OKLAHOMA STATE UNIVERSITY	03/28/23	1,533.10	1,533.10	BOARDING/HOUSING FOR SPECIAL OLYM
23007077	001	000132	SPECIAL OLYMPICS OKLAHOMA INC	03/28/23	40.00	40.00	REGISTRATION FOR SPECIAL OLYMPICS
					1,573.10	1,573.10	
DETAILS FOR ACCOUNT: 61.0956.52199.346.0100.0000.000.004. TECHNOLOGY RELATED TECHNICAL S							
23006740	001	001842	TEXAS SCENIC CO	03/10/23	2,500.00	2,500.00	NHS THEATER TECH REPAIRS ON CIRCU
					2,500.00	2,500.00	
DETAILS FOR ACCOUNT: 61.0956.52199.449.0100.0000.000.004. OTHER RENTALS OR LEASE SERVICE							
23006852	001	730007	UNIVERSITY OF OKLAHOMA	03/20/23	30,000.00	30,000.00	FACILITY RENTAL ALL CITY APRIL 5
					30,000.00	30,000.00	

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DETAILS FOR ACCOUNT: 61.0956.52199.653.0100.0000.000.004. TECH RELATED SUPPLIES							
23007083	001	000585	GILLIAM MUSIC COMPANY	03/29/23	635.00	635.00	NHS BAND INSTRUMENT PURCHASE - YA
					635.00	635.00	
DETAILS FOR ACCOUNT: 61.0956.52199.682.0100.0000.000.004. REFRESHMENTS/AWARDS/GIFTS							
23006941	001	013065	EAGLE ONE PIZZA	03/23/23	770.00	770.00	PIZZAS FOR CHORAL FESTIVAL REHEAR
					770.00	770.00	
DETAILS FOR ACCOUNT: 61.0956.52640.432.0900.0000.000.004. TECHNOLOGY SERVICES							
23006851	001	013965	ROBERT BOSCH NORTH AMERICA CO	03/20/23	350.00	350.00	RADIO BELTPACK REPAIR
					350.00	350.00	
DETAILS FOR ACCOUNT: 61.0957.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
23006699	001	012712	AO & JO LLC	03/10/23	199.00	199.00	6 XL PIZZAS FOR CHAIR INTERVIEW D
23007204	001	001232	SAM'S EAST INC	04/03/23	480.00	480.00	(43) 16 CT HOT DOG BUNS 3.58/15
					679.00	679.00	
DETAILS FOR ACCOUNT: 61.0957.52199.683.0900.0000.000.710. STUD SUPP-EXTRA CURRICULAR SUP							
23007114	001	500001	AMAZON MARKETPLACE	03/30/23	150.00	150.00	(1) ROYAL KING BROWN - BEJEWELED
23007205	001	001232	SAM'S EAST INC	04/03/23	375.00	375.00	(3) K SHELF STORAGE RACKS 94.98
23007206	001	500001	AMAZON MARKETPLACE	04/03/23	225.00	225.00	SUPPLIES FOR DEN AVERY ASSETT TAB
					750.00	750.00	
DETAILS FOR ACCOUNT: 61.0957.52199.810.0900.0000.000.705. STUDENT SUPPORT-DUES AND FEES							
23007209	001	006758	SANTA FE SOUTH SCHOOL INC	04/03/23	320.00	320.00	STUCO-DISTRICT 8 REGISTRATION FOR
					320.00	320.00	
DETAILS FOR ACCOUNT: 61.0968.51000.810.0100.0000.000.500. DUES AND FEES							
23006936	001	001545	TECHNOLOGY STUDENT ASSOCIATIO	03/22/23	1,150.00	1,150.00	IRVING-CAREER TECH-REGISTRTION- 2
					1,150.00	1,150.00	
DETAILS FOR ACCOUNT: 61.0969.51000.681.0100.3000.000.710. INSTR-COCURRICULAR SUPPLIES							
23006479	001	000759	PENDER'S MUSIC COMPANY	03/02/23	200.00	191.76	BLANKET PO FOR SHEET MUSIC PURCHA
					200.00	191.76	
DETAILS FOR ACCOUNT: 61.0971.52199.651.0900.0000.000.710. APPLIANCES/FURN/FIXTURES							
23007133	001	500001	AMAZON MARKETPLACE	03/30/23	300.00	300.00	(4) 4 TIER HEAVY DUTY METAL SHELV
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.0993.52199.810.0900.0000.000.140. DUES AND FEES							
23007063	001	001992	SCIENCE MUSEUM OF OKLAHOMA	03/28/23	728.00	728.00	2ND GRADE FIELD TRIP TO SCIENCE M
					728.00	728.00	
DETAILS FOR ACCOUNT: 61.0997.52199.810.0900.0000.000.705. DUES AND FEES							
23006745	001	006360	PARTNERSHIP FOR ACADEMIC COMP	03/14/23	845.00	845.00	ACADEMIC TEAM NATIONALS TRIP-ENTR
					845.00	845.00	
DETAILS FOR ACCOUNT: 61.1806.52199.449.0900.0000.000.710. OTHER RENTALS OR LEASE SERVICE							
23006631	001	000581	SHOWTIME CONCESSION SUPPLY IN	03/08/23	50.00	50.00	COTTON CANDY MACHINE RENTAL 1 DAY
					50.00	50.00	

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DETAILS FOR ACCOUNT: 61.1806.52199.683.0900.0000.000.710. EXTRA CURRICULAR SUPPLIES							
23006592	001	500001	AMAZON MARKETPLACE	03/08/23	123.70	123.70	(4) WORK BOOKS (3) BASKETBALLS (1
					123.70	123.70	
DETAILS FOR ACCOUNT: 61.1806.53200.670.0900.0000.000.710. MDSE-PURCH FOR RESALE FOR FND							
23006593	001	001232	SAM'S EAST INC	03/08/23	100.00	100.00	ITEMS TO USE IN THE COLLECTIVE ST
23006630	001	000581	SHOWTIME CONCESSION SUPPLY IN	03/08/23	150.00	150.00	ITEMS FOR RESALE IN THE COLLECTIV
					250.00	250.00	
DETAILS FOR ACCOUNT: 61.1807.53200.670.0900.0000.000.504. MDSE-PURCH FOR RESALE FOR FND							
23007213	001	007078	WORLD'S FINEST CHOCOLATE INC	04/03/23	2,044.94	2,044.94	CANDY BARS FOR TSA FUNDRAISER
					2,044.94	2,044.94	
DETAILS FOR ACCOUNT: 61.1811.52199.683.0900.0000.000.705. EXTRA CURRICULAR SUPPLIES							
23006643	001	500000	AMAZON.COM	03/08/23	500.00	500.00	ART SUPPLIES NEEDED FOR WORLD LAN
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.1868.51000.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
23007215	001	000285	JOSTENS INC	04/03/23	126.00	126.00	CAPSTONE ORANGE / FOREST GREEN HO
					126.00	126.00	
DETAILS FOR ACCOUNT: 61.1879.51000.810.0100.0000.000.502. DUES AND FEES							
23006800	001	008939	ROBOTICS EDUCATION & COMPETIT	03/20/23	10.00	10.00	TSA REGISTRATION RE-TIQC 23-1171
23006842	002	001545	TECHNOLOGY STUDENT ASSOCIATIO	03/20/23	1,000.00	1,000.00	50 STUDENTS REGISTRATION FEE FOR
					1,010.00	1,010.00	
DETAILS FOR ACCOUNT: 61.1879.52199.810.0900.0000.000.501. DUES AND FEES							
23006853	001	008909	OKLAHOMA TECHNOLOGY STUDENT A	03/21/23	800.00	800.00	REGISTRATION FOR STATE TSA CONFER
					800.00	800.00	
DETAILS FOR ACCOUNT: 61.1892.51000.619.0900.1050.000.150. GENERAL OFFICE SUPPLIES							
23006683	001	008678	HOBBY LOBBY	03/10/23	150.00	150.00	VINYL ROLLS
					150.00	150.00	
DETAILS FOR ACCOUNT: 61.1892.51000.641.0100.1050.000.115. BOOKS							
23006823	001	011795	LITERACY RESOURCES LLC	03/20/23	1,970.00	1,970.00	JACKSON-RSA-DECODABLE BOOKS QTY 1
					1,970.00	1,970.00	
DETAILS FOR ACCOUNT: 61.1892.51000.651.0900.1050.000.150. APPLIANCES/FURN/FIXTURES							
23006457	001	011917	BUILDASIGN LLC	03/01/23	350.00	350.00	6 WALL CANVASES - 315.10 AND SHIP
					350.00	350.00	
DETAILS FOR ACCOUNT: 61.1892.51000.653.0100.1050.000.145. TECH RELATED SUPPLIES							
23006537	001	500001	AMAZON MARKETPLACE	03/07/23	40.00	40.00	1 X IPAD 9TH GENERATION CASE
23007020	001	500001	AMAZON MARKETPLACE	03/24/23	45.00	45.00	9TH GENERATION IPAD COVERS FOR KI
23007096	001	006878	TEACHER SYNERGY	03/30/23	32.99	32.99	PRE K CURRICULUM PRINTABLE DOWNLO
23007098	001	500001	AMAZON MARKETPLACE	03/30/23	81.00	81.00	IPAD CASES GENERATION
					198.99	198.99	
DETAILS FOR ACCOUNT: 61.1892.51000.681.0100.1050.000.122. COCURRICULAR SUPPLIES							
23006539	001	710012	OKLAHOMA STATE UNVERSITY - CL	03/07/23	40.00	40.00	EMBRYOLOGY PROGRAM/INCUBATORS FOR
					40.00	40.00	

OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 02/28/2023 TO 04/03/2023 CURRENT YEAR POs

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 61.1892.52199.682.0900.0000.000.153. REFRESHMENTS/AWARDS/GIFTS							
23007117	001	000604	OKLAHOMA CITY BAKERY INC	03/30/23	450.00	450.00	CATERED BREAKFAST FOR SENIOR DAY:
					450.00	450.00	
DETAILS FOR ACCOUNT: 61.1892.52410.619.0900.0000.000.153. GENERAL OFFICE SUPPLIES							
23007236	001	500001	AMAZON MARKETPLACE	04/03/23	300.00	300.00	BLANKET PO: GENERAL SUPPLIES FOR
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.1892.52410.682.0900.0000.000.153. REFRESHMENTS/AWARDS/GIFTS							
23007255	001	012726	MAEGAN MCELHANEY	04/03/23	840.00	840.00	TEACHER APPRECIATION CHARCUTERIE
					840.00	840.00	
DETAILS FOR ACCOUNT: 61.1902.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
23007100	001	000844	OZARK PIZZA COMPANY - PAPA JO	03/30/23	100.00	100.00	RHO KAPPA MOVIE NIGHT APRIL 7TH P
23007101	001	001232	SAM'S EAST INC	03/30/23	100.00	100.00	RHO KAPPA MOVIE NIGHT APRIL 7TH S
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.1902.52199.810.0900.0000.000.705. DUES AND FEES							
23006964	001	003687	NATIONAL COUNCIL FOR THE SOCI	03/23/23	150.00	150.00	DUES FOR 2022-2023 SCHOOL YEAR
					150.00	150.00	
DETAILS FOR ACCOUNT: 61.1904.53200.670.0800.0000.000.005. CONCESSIONS							
23006465	001	001232	SAM'S EAST INC	03/01/23	7,153.00	7,153.00	BLANKET FOR CONCESSIONS SPRING SP
23006466	001	000581	SHOWTIME CONCESSION SUPPLY IN	03/01/23	1,000.00	1,000.00	SHOWTIME BLANKET FOR CONCESSIONS
23006923	001	001232	SAM'S EAST INC	03/22/23	7,000.00	7,000.00	BLANKET FOR CONCESSIONS/VENDING 2
					15,153.00	15,153.00	
DETAILS FOR ACCOUNT: 61.1905.53200.670.0705.0000.000.005. ENTERPRISE OPERATIONS							
23006898	001	001232	SAM'S EAST INC	03/21/23	7,500.00	7,500.00	SUPPLIES FOR NORMAN HIGH STUDENT
					7,500.00	7,500.00	
DETAILS FOR ACCOUNT: 61.1908.51000.653.0900.0000.000.125. TECH RELATED SUPPLIES							
23006387	001	500001	AMAZON MARKETPLACE	02/28/23	100.00	100.00	STRING LIGHTS FOR CLASSROOM SUPPL
					100.00	100.00	
DETAILS FOR ACCOUNT: 61.1912.52199.683.0900.0000.000.705. EXTRA CURRICULAR SUPPLIES							
23007216	001	001232	SAM'S EAST INC	04/03/23	125.00	125.00	LATINE HERITAGE SA FOOD SUPPLIES
					125.00	125.00	
DETAILS FOR ACCOUNT: 61.1919.52199.683.0900.0000.000.710. EXTRA CURRICULAR SUPPLIES							
23007207	001	013944	CHAMPION DISCS INC	04/03/23	80.00	80.00	CUSTOM DISC GOLF IMPRINTING
23007207	002	013944	CHAMPION DISCS INC	04/03/23	70.00	70.00	DX ROC
23007207	003	013944	CHAMPION DISCS INC	04/03/23	105.00	105.00	CHAMPION FIREBIRD
23007207	004	013944	CHAMPION DISCS INC	04/03/23	10.00	10.00	FLAT TOP CHARGE (FIREBIRD)
23007207	005	013944	CHAMPION DISCS INC	04/03/23	110.00	110.00	STAR DESTROYER
23007207	006	013944	CHAMPION DISCS INC	04/03/23	110.00	110.00	STAR TEEBIRD
23007207	007	013944	CHAMPION DISCS INC	04/03/23	110.00	110.00	SHIMMER STAR WRAITH
23007207	008	013944	CHAMPION DISCS INC	04/03/23	31.58	31.58	EST. DELIVERY
					626.58	626.58	
TOTALS FOR FUND: 61 SCHOOL ACTIVITY FUND					198,913.43	195,658.85	

OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 02/28/2023 TO 04/03/2023 CURRENT YEAR POs

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 86.8019.52620.337.0000.0000.000.050. OTH PROFESSIONAL SERVICES							
23006954	001	013287	BROWN OHAVER OKLAHOMA LLC	03/23/23	150,000.00	150,000.00	BLANKET ADJUSTOR FEE FOR INSURANC
					150,000.00	150,000.00	
TOTALS FOR FUND: 86 INSURANCE RECOVERY					150,000.00	150,000.00	

Grand Totals:	1,841,084.57	1,812,745.38

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

Memorandum

To: Cathy Sasser, Clerk of the Board

From: Janine Warren

Date: April 10, 2023

Re: Purchase Order History (Board Meeting 4/10/23)

Report Period: 02/28/23 to 04/03/23

Fiscal Year 23:

Purchase Orders: #23006382 - #23007256

General Fund	$	558,273.22
Building Fund		-
Child Nutrition		702,584.58
Bond Funds		231,313.34
Sinking Funds		-
Trust Funds		150,000.00
School Activity Fund		198,913.43

Norman Public Schools
Minutes of the Regular Meeting of the Board of Education

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

Monday, March 6, 2023

Call to Order and Establish a Quorum - The meeting was called to order at 6:00 PM
Attendance Taken at 6:00 PM. **Present:** Dirk O'Hara, Alex Ruggiers, Chad Vice, **Absent:** Tina Floyd, Cindy Nashert. Present: 3, Absent: 2.

Pledge of Allegiance
The Pledge of Allegiance was led by Vice President Chad Vice.

Awards Presentations

Jessica Eschbach, Language Arts Coordinator, is a recipient of the 2023 NEA Foundation Awards for Teaching Excellence California Casualty Award

Presented by Holly McKinney

The California Casualty awardees, selected by their NEA affiliates, represent educators from across the country who embody excellence in their practice, advocacy for the profession, commitment to equity and opportunity, community engagement, and leadership in professional development.

Public Communications

Evan Dunn spoke on the topic of agriculture and the student experience.

Disposition of Routine Business by Consent Action
Motion to accept the purchase orders and approve the consent docket items A-K as listed below and in the agenda. This motion, made by Dirk O'Hara and seconded by Alex Ruggiers, Passed. Tina Floyd: Absent, Cindy Nashert: Absent, Dirk O'Hara: Yea, Alex Ruggiers: Yea, Chad Vice: Yea

Purchase Orders (Encumbrances and/or bills to be paid for fiscal year 2022-2023)
Purchase Orders #23005715 - #23006381
General Fund- $772,030.69
Building Fund- $60,000.00
Child Nutrition Fund- $541,737.08
Bond Funds- $223,339.87
Sinking Funds- $0
Trust Funds- $500.00
School Activity Fund- $474,725.04

Board of Education Minutes for the Regular Meeting on February 13, 2023 and the Special Meeting on February 27, 2023

Purchase Requests
1. Rent the Lloyd Noble Center for Graduation for Norman High and Norman North from University of Oklahoma in the amount of $50,000.00.
2. John Deere Z903M Ztrac Mower for district wide use from Deere & Company in the amount of $13,457.34.
3. AMLE Conference Registrations for district wide use from Association for Middle Level Education in the amount of $13,000.00.
4. Folding Chairs and Storage Caddies for Adams Elementary, Eisenhower Elementary, Kennedy Elementary, Lakeview Elementary, Lincoln Elementary, McKinley Elementary, Monroe Elementary, Reagan Elementary, Roosevelt Elementary, Truman Elementary, Washington Elementary, and Wilson Elementary from Krueger International Inc. in the amount of $160,847.50.

Treasurer's Report for the period through February 28, 2023

Investment Report (presented for information only)

Certified Personnel Report and Recommendations - See Attachment "A" (posted with the agenda)
Attached to the posted agenda and these minutes as Attachment A.

Support Personnel Report and Recommendations - See Attachment "B" (posted with the agenda)
Attached to the posted agenda and these minutes as Attachment B.

Agreements, Contracts and Renewals for Fiscal Year 2022-2023

PUBLIC INFORMATION AND COMMUNITY RELATIONS (Chelsey Kraft)

1. Agreement for event planning services with Factor 110 for the annual Celebration of Excellence banquet

EDUCATIONAL SERVICES (Holly McKinney)

1. Summer Programs Addendum to the Agreement with AlphaBest Education, Inc. for Child Care Services

STUDENT SUPPORT SERVICES (Gayla Mears)

1. Agreement for Assistive Technology Services with Eric Guillory, Teacher of the Blind and Visually Impaired (TBVI)
2. Amended Agreement for Vision Related Services with NewView Oklahoma

Payment from the Oklahoma State Department of Education for National Board Professional Teaching Standards (NBPTS) a/k/a National Board Certified Teachers (NBCT)

Activity Fund Raising Reports with Proposed Events

1. Whittier Middle School - Speech and Drama
2. Alcott Middle School - Technology Student Association (TSA)

Open Transfer Law (Senate Bill 783)

The new open transfer law (Senate Bill 783) requires that each school site's grade level capacity be approved by the Board of Education prior to the first day of January, April, July and October of each school year. The superintendent, or designee, shall determine the criteria to be used in determining grade capacity for each school site based on current enrollment and staffing.

Additional Agenda Items

Proposed Revisions to the 2023-24 Academic Calendar - *Presented by Holly Nevels for Action*

Motion to approve the revised 2023-24 Academic Calendar as presented. This motion, made by Dirk O'Hara and seconded by Alex Ruggiers, Passed. Tina Floyd and Cindy Nashert: Absent, Dirk O'Hara: Yea, Alex Ruggiers: Yea, Chad Vice: Yea

Proposed 2024-25 Academic Calendar - *Presented by Holly Nevels for Information*

Overview of the District Gifted Program - *Presented by Dr. Kristi Gray for Information*

Proposed Rescission of Policy 1001- By-laws for the Board of Education - *Presented by Karen Long for Action*

The parts of Policy 1001 that need to be retained or revised have been moved into individual board policies and considered and approved by the Board (Board Officers and Duties, Public Participation in Board Meetings).

Motion to approve the rescission of Policy 1001- By-laws for the Board of Education. This motion, made by Dirk O'Hara and seconded by Alex Ruggiers, Passed. Tina Floyd: Absent, Cindy Nashert: Absent, Dirk O'Hara: Yea, Alex Ruggiers: Yea, Chad Vice: Yea

Proposed Revisions in Board of Education Policy 4010 - Bullying Behavior - *Presented by Stephanie Williams for Action*

Motion to approve the revisions in Board of Education Policy 4010 - Bullying Behavior. This motion, made by Dirk O'Hara and seconded by Alex Ruggiers, Passed. Tina Floyd: Absent, Cindy Nashert: Absent, Dirk O'Hara: Yea, Alex Ruggiers: Yea, Chad Vice: Yea

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

There was no new business presented at this meeting.

Administrative Staff Reports

Dr. Nick Migliorino spoke on the following topics:

- Summer Program's
- Shout-outs for the Norman North and Norman High School Debate Programs, Fine Arts Programs, Athletic Programs and Academic Awards.

Board of Education Reports

Dirk O'Hara stated that he enjoyed the NPS Foundation Hall of Honor Luncheon and expressed his gratitude for their partnership with Norman Public Schools.

Vote to go into executive session to discuss:

A. The following employment matters after which the Board will return to open session to vote concerning one or more of these items. Executive session authority: 25 OKLA. STAT. § Section 307(B)(1) and (7).

1. Re-employment of the following Central Office administrators for the 2023-2024 school fiscal year:
   Justin Milner, Associate Superintendent, Chief Operating Officer
   Brenda Burkett, Chief Financial Officer
   Holly Nevels, Associate Superintendent, Chief Human Resources Officer and Title IX Coordinator
   Holly McKinney, Executive Director of Teaching and Learning
   Stephanie Williams, Executive Director of Student Services and Deputy Title IX Coordinator
   Gayla Mears, Executive Director of Support Services
2. Re-employment and/or re-assignment of Off-Scale Employees for the 2023-2024 school fiscal year See Attachment "C" (posted with the agenda)
3. Re-employment and/or re-assignment of the Site principals (Elementary, Middle, and High School) for the 2023-2024 school fiscal year - See Attachment "D" (posted with the agenda)

B. Confidential communications between the Board and its attorneys concerning pending litigation wherein the District's attorney believes and has advised the Board that disclosure would seriously impair the ability of the public body to consider and act in the public interest. The Board will discuss litigation involving Norman Public Schools and other school districts against JUUL Labs, Inc,, MDL. No. 2913; Case No. 19-md-02913-WHO, litigation involving the marketing, sales practices, and products liability of JUUL Labs. The Board's discussions will include the proposed settlement of the litigation filed in 2019. Executive session authority: 25 Okla. STAT. Sec. 307(B)(4). Upon the conclusion of the executive session the Board shall return to public session and vote regarding proposed approval of the consent package and settlement of the pending litigation involving Norman Public Schools and JUUL Labs, Inc., MDL. No. 2913; Case No.19-md-02913-WHO.

6:34 PM Motion to go into executive session pursuant to executive session authority: 25 OKLA. STAT. § Section 307(B)(1) and (7) to discuss the re-employment of the Central Office administrators, Off-Scale Employees and Site Principals for the 2023-2024 school year and the pending litigation involving JUUL Labs. This motion, made by Dirk O'Hara and seconded by Alex Ruggiers, Passed. Tina Floyd: Absent, Cindy Nashert: Absent, Dirk O'Hara: Yea, Alex Ruggiers: Yea, Chad Vice: Yea

Vote to Return to Open Session
7:06 PM Motion to acknowledge the Board's return to open session. This motion, made by Dirk O'Hara and seconded by Alex Ruggiers, Passed. Tina Floyd: Absent, Cindy Nashert: Absent, Dirk O'Hara: Yea, Alex Ruggiers: Yea, Chad Vice: Yea

Statement of Executive Session Minutes
Chad Vice stated that the Board convened in executive session pursuant to executive session authority: 25 OKLA. STAT. § Section 307(B)(1) and (7) to discuss the re-employment of the Central Office administrators, Off-Scale Employees and Site Principals for the 2023-2024 school year and the pending litigation involving JUUL Labs. The Board was joined in executive session by Superintendent Dr. Nick Migliorino, Attorney Karen Long, and Attorney William Shinoff with Frantz Law Group. 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:
1. Re-employment of the following Central Office administrators for the 2023-2024 school fiscal year:
    Justin Milner, Associate Superintendent, Chief Operating Officer
    Brenda Burkett, Chief Financial Officer
    Holly Nevels, Associate Superintendent, Chief Human Resources Officer and Title IX Coordinator
    Holly McKinney, Executive Director of Teaching and Learning
    Stephanie Williams, Executive Director of Student Services and Deputy Title IX Coordinator
    Gayla Mears, Executive Director of Support Services
   Motion to re-employ the Central Office Administrators for the 2023-2024 school year as listed and posted with the agenda. This motion, made by Dirk O'Hara and seconded by Alex Ruggiers, Passed. Tina Floyd: Absent, Cindy Nashert: Absent, Dirk O'Hara: Yea, Alex Ruggiers: Yea, Chad Vice: Yea

2. Re-employment and/or re-assignment of Off-Scale Employees for the 2023-2024 school fiscal year - See Attachment "C"
   Motion to re-employ the Off-Scale Employees for the 2023-2024 school year as listed and posted with the agenda. This motion, made by Dirk O'Hara and seconded by Alex Ruggiers, Passed. Tina Floyd: Absent, Cindy Nashert: Absent, Dirk O'Hara: Yea, Alex Ruggiers: Yea, Chad Vice: Yea

3. Re-employment and/or re-assignment of the Site principals (Elementary, Middle, and High School) for the 2023-2024 school fiscal year - See Attachment "D"
   Motion to re-employ the Site Principals for the 2023-2024 school year as listed and posted with the agenda. This motion, made by Dirk O'Hara and seconded by Alex Ruggiers, Passed. Tina Floyd: Absent, Cindy Nashert: Absent, Dirk O'Hara: Yea, Alex Ruggiers: Yea, Chad Vice: Yea

4. Proposed approval of the consent package and settlement of the pending litigation involving Norman Public Schools and JUUL Labs, Inc., MDL. No. 2913; Case No. 19-md-02913-WHO.
   Motion to approve the Confidential Settlement Agreement Between Juul Labs, Inc. and Settling Government Entity Plaintiffs related to pending litigation involving Norman Public Schools (and numerous other school districts) and JUUL Labs, Inc., MDL. No. 2913; Case No. 19-md-02913-WHO. This motion, made by Dirk O'Hara and seconded by Alex Ruggiers, Passed. Tina Floyd: Absent, Cindy Nashert: Absent, Dirk O'Hara: Yea, Alex Ruggiers: Yea, Chad Vice: Yea

Adjournment
7:08 PM Motion to adjourn. This motion, made by Dirk O'Hara and seconded by Alex Ruggiers, Passed. Tina Floyd: Absent, Cindy Nashert: Absent, Dirk O'Hara: Yea, Alex Ruggiers: Yea, Chad Vice: Yea

_____
Chad Vice, Board of Education Vice-President

_____
Cathy Sasser, Board Clerk

(Seal)

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

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

Monday, March 20, 2023

The meeting was called to order at 1:00 PM
Call to Order and Establish a Quorum
Attendance Taken at 1:00 PM. **Present:** Tina Floyd, Cindy Nashert, Dirk O'Hara, Alex Ruggiers, **Absent:** Chad Vice. Present: 4, Absent: 1.

Pledge of Allegiance
The Pledge of Allegiance was lead by President Cindy Nashert.

Disposition of Routine Business by Consent Action
Motion to accept the purchase orders and approve the consent docket items A-E as listed below and in the agenda. This motion, made by Dirk O'Hara and seconded by Alex Ruggiers, Passed. Chad Vice: Absent, Tina Floyd: Yea, Cindy Nashert: Yea, Dirk O'Hara: Yea, Alex Ruggiers: Yea

A. Purchase Requests
1. Board of Education Seat Election for Administrative Services Center from Cleveland County Election Board in the amount of $26,190.13.

B. Certified Personnel Report and Recommendations - See Attachment "A" (posted with the agenda)
Attached to the posted agenda and these minutes as Attachment A.

C. Support Personnel Report and Recommendations - See Attachment "B" (posted with the agenda)
Attached to the posted agenda and these minutes as Attachment B.

D. Agreements, Contracts and Renewals for Fiscal Year 2022-2023
TECHNOLOGY SERVICES (Christy Fisher)
1. Contract with Cox Oklahoma Telecom - Approve Agreement for E-Rate 2023-2024 Year for Wide Area Network (WAN) Services - Data Renewal. RFP #2020004, FCC Form 470 #200000671
2. Renewal Contract with OneNet - Approve Agreement for E-Rate 2023-2024 Year for Internet Access Data Center-Primary Internet Connection RFP #2020006, FCC Form 470 #200008934
3. Renewal Contract with OneNet - Approve Agreement for E-Rate 2023-2024 Year for Point to Point Connection with VPN. RFP# 2020006, FCC Form 470 #200008934

E. Agreements, Contracts and Renewals for Fiscal Year 2023-2024
BUSINESS SERVICES (Brenda Burkett)
1. Risk Management Consulting Agreement between BancFirst Insurance Services Inc. and Norman Public Schools

Additional Agenda Items
Discuss, consider and vote to approve or not approve the following items relative to the $5,580,000 General Obligation Combined Purpose Bonds, Series 2023 (Resolution attached and posted with this Agenda as Attachment C - Presented by Zack Robinson, BOK Financial Securities, Inc.
1. Consideration and vote to award the $5,580,000 General Obligation Combined Purpose Bonds, Series 2023, to the lowest and best bidder.
2. Adopt a Resolution providing for the issuance of the $5,580,000 General Obligation Combined Purpose Bonds, Series 2023, by Independent School District Number 29 of Cleveland County, Oklahoma, authorized at an election duly called and held for such purpose; designating bonds for certain provisions of the Internal Revenue Code; deeming preliminary official statement "Final" for the purposes of SEC Rule 15(c)2-12; affirming the school district's intention to assist underwriters in complying with SEC Rule 15(c)2-12(b)(5); prescribing form of bonds; providing for registration thereof; providing levy of an annual tax for the payment of principal and interest on the same; and fixing other details of the issue

Motion to award the $5,580,000 General Obligation Combined Purpose Bonds, Series 2023 to Piper Sandler & Co. at a rate of 2.914286%. This motion, made by Dirk O'Hara and seconded by Tina Floyd, Passed. Chad Vice: Absent, Tina Floyd: Yea, Dirk O'Hara: Yea, Cindy Nashert: Yea, Alex Ruggiers: Yea

Motion to adopt a Resolution providing for the issuance of the $5,580,000 General Obligation Combined Purpose Bonds, Series 2023 as presented and attached to these minutes. This motion, made by Dirk O'Hara and seconded by Tina Floyd, Passed. Chad Vice: Absent, Tina Floyd: Yea, Dirk O'Hara: Yea, Cindy Nashert: Yea, Alex Ruggiers: Yea

Discuss, consider and vote to approve or not approve the following items relative to the $3,480,000 General Obligation Building Bonds, Federally Taxable Series 2023 (Resolution attached and posted with this Agenda as Attachment D) - Presented by Zack Robinson, BOK Financial Securities, Inc.

1. Consideration and vote to award the $3,480,000 General Obligation Building Bonds, Federally Taxable Series 2023, to the lowest and best bidder.
2. Adopt a Resolution providing for the issuance of the $3,480,000 General Obligation Building Bonds, Federally Taxable Series 2023, by Independent School District Number 29 of Cleveland County, Oklahoma, authorized at an election duly called and held for such purpose; designating bonds for certain provisions of the Internal Revenue Code; deeming preliminary official statement "Final" for the purposes of SEC Rule 15(c)2-12; affirming the school district's intention to assist underwriters in complying with SEC Rule 15(c)2-12(b)(5); prescribing form of bonds; providing for registration thereof; providing levy of an annual tax for the payment of principal and interest on the same; and fixing other details of the issue.

Motion to award the $3,480,000 General Obligation Building Bonds, Federally Taxable Series 2023 to D.A. Davidson & Co. at an average interest rate of 4.389643%. This motion, made by Dirk O'Hara and seconded by Tina Floyd, Passed. Chad Vice: Absent, Tina Floyd: Yea, Dirk O'Hara: Yea, Cindy Nashert: Yea, Alex Ruggiers: Yea

Motion to adopt a Resolution providing for the issuance of the $3,480,000 General Obligation Building Bonds, Federally Taxable Series 2023 as presented and attached to these minutes. This motion, made by Dirk O'Hara and seconded by Tina Floyd, Passed. Chad Vice: Absent, Tina Floyd: Yea, Dirk O'Hara: Yea, Cindy Nashert: Yea, Alex Ruggiers: Yea

Consideration and possible action upon a Resolution authorizing the Board of Education of Independent School District No. 29 of Cleveland County, Oklahoma (Norman School District), to lease certain real property to the Cleveland County Educational Facilities Authority, a public trust; and authorizing the President to execute the Ground Leases upon behalf of the School District, as lessor, in several multiple originals, and after the same shall have been attested by and the seal of the District affixed by the Clerk, to deliver such Ground Leases to the aforesaid Authority, as lessee, and directing the President, upon behalf of said School District, to execute any and all documents related to the Ground Leases and the transaction. (Resolution attached and posted with this Agenda as Attachment E) - Presented by Zack Robinson, BOK Financial Securities, Inc.

Motion to approve a Resolution authorizing the Norman School Board of Education to lease certain real property to the Cleveland County Educational Facilities Authority. This motion, made by Dirk O'Hara and seconded by Tina Floyd, Passed. Chad Vice: Absent, Tina Floyd: Yea, Dirk O'Hara: Yea, Cindy Nashert: Yea, Alex Ruggiers: Yea

Consideration and possible action upon a Resolution authorizing the acceptance by Independent School District No. 29 of Cleveland County, Oklahoma (Norman School District) of Sublease Agreements whereby the Cleveland County Educational Facilities Authority will sublease certain real property to Independent School District No. 29 of Cleveland County (Norman School District); and authorizing and directing the President, upon behalf of said School District, to execute the aforesaid Sublease Agreements between the Cleveland County Educational Facilities Authority, as sublessor, and the School District, as sublessee, and authorizing the Clerk to attest and affix the seal of the School District to the Sublease Agreements and to deliver the same to the Cleveland County Educational Facilities Authority and authorizing and directing the President, the Clerk, and the Superintendent, upon behalf of said School District, to execute the Continuing Disclosure Agreement, the Federal Tax and Arbitrage and Use of Proceeds Certificate, the Arbitrage Rebate Agreement, and any and all documents related to the Sublease Agreements and the transaction thereof. (Resolution attached and posted with this Agenda as Attachment F) - Presented by Zack Robinson, BOK Financial Securities, Inc.

Motion to approve the Resolution authorizing the acceptance by Norman School District of Sublease Agreements whereby the Cleveland County Educational Facilities Authority will sublease certain real property to the Norman School District. This motion, made by Dirk O'Hara and seconded by Tina Floyd, Passed. Chad Vice: Absent, Tina Floyd: Yea, Dirk O'Hara: Yea, Cindy Nashert: Yea, Alex Ruggiers: Yea

2021-2022 Audit Report - Presented by Brenda Burkett and Vanessa Dutton, CPA Eide Bailly

Motion to approve the 2021-2022 audit report as presented. This motion, made by Dirk O'Hara and seconded by Tina Floyd, Passed. Chad Vice: Absent, Tina Floyd: Yea, Dirk O'Hara: Yea, Cindy Nashert: Yea, Alex Ruggiers: Yea

Adjournment

1:54 PM Motion to adjourn. This motion, made by Dirk O'Hara and seconded by Tina Floyd, Passed. Chad Vice: Absent, Tina Floyd: Yea, Dirk O'Hara: Yea, Cindy Nashert: Yea, Alex Ruggiers: Yea

_____
Chad Vice, Board of Education President

_____
Cathy Sasser, Board Clerk

(Seal)

Norman Public Schools
Purchase Request

Purchase Request 1 **Meeting Date: April 10th, 2023**

1. **Item: 40 10.2 inch iPads 64GB**

2. **Location: Reagan Elementary**

3. **Statewide Contract: SW1020A**

4. **Purchase Fund: General – Title I**

5. **Apple Inc.**
   Austin, TX 78727
   $11,760.00

6.

Product	QTY	Unit Price	Total
10.2 inch iPad 64GB	40	$294.00	$11,760.00

7. **It is recommended that the district purchase 40 10.2 inch iPads 64GB for Reagan Elementary from Apple Inc. in the amount of $11,760.00.**

Norman Public Schools
Purchase Request

Purchase Request 2 **Meeting Date: April 10th, 2023**

1. **Item: 14 Laptop and Tablet Charging Stations**

2. **Location: Washington 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: General Fund – Title I**

5. **Interworld Highway LLC**
   Long Beach, NJ 07740
   $10,471.10

6.

Vendor	Item	Price
Interworld Highway	14 Luxor Laptop & Tablet Charging Stations with 24 Bays	$10,471.10
Amazon	14 Luxor Laptop & Tablet Charging Stations with 24 Bays	$11,684.26
ErgoDirect	14 Luxor Laptop & Tablet Charging Stations with 24 Bays	$12,277.72

7. **It is recommended that the district purchase 14 Laptop and Tablet Charging Stations for Washington Elementary from Interworld Highway LLC in the amount of $10,471.10.**

Norman Public Schools
Purchase Request

Purchase Request 3 **Meeting Date: April 10th, 2023**

1. **Item: 2 Onsite Professional Development Days**

2. **Location: All Saints Catholic 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: General Fund – Title II**

5. **Marzano Resources LLC**
   Bloomington, IN 47404
   $13,000.00

6. **NPS is required to provide equitable services/funding to private school students, teachers, and other school personnel through federal programs. Title II funds will be expended to strengthen the quality of private school teachers, principals and other school leaders at All Saints. It is recommended that the district purchase 2 Onsite Professional Development Days for All Saints Catholic School from Marzano Resources LLC in the amount of $13,000.00.**

Norman Public Schools
Purchase Request

Purchase Request 4 **Meeting Date: April 10th, 2023**

1. **Item: 96 Dome Skylights**

2. **Location: Norman High**

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: Insurance Recovery**

5. **CSL Materials**
   McKinney, TX 75070
   $42,082.00

6.

Vendor	Item	Price
CSL Materials	95 51” x 51” and 1 75” x 75” Dome Skylights	$42,082.00
Coontz Roofing	95 51” x 51” and 1 75” x 75” Dome Skylights	$52,470.00
ABC Supply	95 51” x 51” and 1 75” x 75” Dome Skylights	$46,405.00

7. **It is recommended that the district purchase 96 Dome Skylights for Norman High from CSL Materials in the amount of $42,082.00.**

Norman Public Schools
Purchase Request

Purchase Request 5 **Meeting Date: April 10th, 2023**

1. **Item: 180 75" Samsung LED TVs and Peerless-AV Wall Mounts**

2. **Location: Alcott, Irving, Longfellow, and Whittier**

3. **TIPS Cooperative Contract: 200105**

4. **Purchase Fund: Bond**

5. **Best Buy Stores LP**
   Richfield, MN 55423
   $170,649.00

6.

Description	QTY	Unit Price	Total Price
75" Samsung LED TV	180	$916.40	$164,952.00
Peerless-AV Wall Mounts	180	$31.65	$5,697.00
		TOTAL	$170,649.00

7. **It is recommended that the district purchase 180 75" Samsung LED TVs and Peerless-AV wall mounts for Alcott, Irving, Longfellow, and Whittier from Best Buy Stores LP in the amount of $170,649.00.**

Norman Public Schools
Purchase Request

Purchase Request 6 **Meeting Date: April 10th, 2023**

1. **Item: Handicap Operator Integrations and Upgrades**

2. **Location: Alcott Middle School**

3. **Statewide Contract: SW1048D**

4. **Purchase Fund: Lease Revenue – Door Security**

5. **Digi Security Systems**
   Tulsa, OK 74147
   $72,798.24

6. **It is recommended that the district purchase Handicap Operator Integrations and Upgrades for Alcott Middle School from Digi Security Systems in the amount of $72,798.24.**

Norman Public Schools
Purchase Request

Purchase Request 7 **Meeting Date: April 10th, 2023**

1. **Item: Handicap Operator Integrations and Upgrades**

2. **Location: Jefferson Elementary**

3. **Statewide Contract: SW1048D**

4. **Purchase Fund: Lease Revenue – Door Security**

5. **Digi Security Systems**
   Tulsa, OK 74147
   $33,240.57

6. **It is recommended that the district purchase Handicap Operator Integrations and Upgrades for Jefferson Elementary from Digi Security Systems in the amount of $33,240.57.**

Norman Public Schools
Purchase Request

Purchase Request 8 **Meeting Date: April 10th, 2023**

1. **Item: Locker Room Access Control System**

2. **Location: Norman North**

3. **Statewide Contract: SW1048D**

4. **Purchase Fund: Bond**

5. **Digi Security Systems**
   Tulsa, OK 74147
   $12,715.17

6. **It is recommended that the district purchase Locker Room Access Control System for Norman North from Digi Security Systems in the amount of $12,715.17.**

Norman School District
General Fund
Statement of Assets, Liabilities and Fund Balance
March 31, 2023

ASSETS		
Cash in Bank	$24,984,793.52	
Accounts Receivable	1,010,847.92	
Property Taxes - Current	2,645,244.97	
Property Taxes - Delinquent	0.00	
Prepaids	0.00	
Interest	0.00	
Inventory	257,225.45	
TOTAL ASSETS		**$28,898,111.86**
LIABILITIES AND FUND BALANCE		
Accounts Payable	606,910.84	
Deferred Revenue	2,675,073.86	
Total Liabilities		$3,281,984.70
Audited Fund Balance (June 30, 2022)	$11,513,101.30	
Excess Revenue over Expenditures	$14,103,025.86	
Fund Balance, End of Period		$25,616,127.16
TOTAL LIABILITIES AND FUND BALANCE		**$28,898,111.86**

Norman School District
General Fund
Statement of Revenue and Expenditures
March 31, 2023

REVENUES	ANNUAL BUDGET	*CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL	REVENUE RECEIVABLE
Ad Valorem Tax	$43,089,697.00	$1,282,494.22	$39,501,034.28	3,588,662.72
Local	1,945,292.00	75,235.81	1,099,139.42	846,152.58
Intermediate	4,700,000.00	164,313.75	4,113,125.25	586,874.75
State	71,693,859.00	6,407,188.25	51,969,188.91	19,724,670.09
Federal	22,825,810.00	956,087.00	4,911,549.43	17,914,260.57
Fund Transfer	0.00	0.00	0.00	0.00
TOTAL REVENUE	**$144,254,658.00**	**$8,885,319.03**	**$101,594,037.29**	**$42,660,620.71**
EXPENSES				
Local	$106,691,371.00	$8,831,405.33	$68,077,875.30	
State	13,544,413.00	1,089,162.89	8,969,995.36	
Federal	23,118,162.00	1,008,817.45	10,443,140.77	
TOTAL EXPENSES	**$143,353,946.00**	**$10,929,385.67**	**$87,491,011.43**	
EXCESS REVENUE OVER EXPENDITURES	**$900,712.00**		**$14,103,025.86**	

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

Norman School District
Building Fund
Statement of Assets, Liabilities and Fund Balance
March 31, 2023

ASSETS		
Cash in Bank	3,974,225.99	
Accounts Receivable	0.00	
Property Taxes - Current	370,590.24	
Property Taxes - Delinquent	0.00	
Investments	0.00	
Accrued Interest	0.00	
TOTAL ASSETS		**$4,344,816.23**
LIABILITIES AND FUND BALANCE		
Accounts Payable	($222.37)	
Deferred Revenue	376,025.68	
Total Liabilities		$375,803.31
Audited Fund Balance (June 30, 2022)	$1,662,068.26	
Excess Revenue over Expenditures	$2,306,944.66	
Fund Balance, End of Period		$3,969,012.92
TOTAL LIABILITIES AND FUND BALANCE		**$4,344,816.23**

Norman School District
Building Fund
Statement of Revenue and Expenditures
March 31, 2023

REVENUES	ANNUAL BUDGET	*CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL	REVENUE RECEIVABLE
Ad Valorem Tax	$6,072,519.00	$183,010.91	$5,631,888.07	$440,630.93
Other Taxes	$53,000.00	$0.00	$0.00	$53,000.00
Interest	$4,500.00	$0.00	$0.00	$4,500.00
Interfund Transfer	$40,000.00	$0.00	$0.00	$40,000.00
State	$0.00	$0.00	$0.35	($0.35)
TOTAL REVENUE	**$6,170,019.00**	**$183,010.91**	**$5,631,888.42**	**$538,130.58**
EXPENSES				
Local	$3,966,178.00	$873,582.75	$3,324,943.76	
TOTAL EXPENSES	**$3,966,178.00**	**$873,582.75**	**$3,324,943.76**	
EXCESS REVENUE OVER EXPENDITURES	**$2,203,841.00**		**$2,306,944.66**	

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

Norman School District
Child Nutrition Fund
Statement of Assets, Liabilities and Fund Balance
March 31, 2023

ASSETS		
Cash in Bank	$3,045,250.55	
Accounts Receivable	29,942.35	
Inventory	0.00	
TOTAL ASSETS		**$3,075,192.90**
LIABILITIES AND FUND BALANCE		
Accounts Payable	$0.00	
Deferred Revenue	$154,504.00	
Total Liabilities		$154,504.00
Audited Fund Balance (June 30, 2022)	$3,420,993.88	
Excess Expenditures over Revenue	($500,304.98)	
Fund Balance, End of Period		$2,920,688.90
TOTAL LIABILITIES AND FUND BALANCE		**$3,075,192.90**

Norman School District
Child Nutrition Fund
Statement of Revenue and Expenditures
March 31, 2023

REVENUES	ANNUAL BUDGET	*CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL	REVENUE RECEIVABLE
Student Meals	$1,709,000.00	$326,833.47	$1,089,973.02	$619,026.98
Federal Reimbursement	4,302,283.00	775,965.49	2,802,765.02	1,499,517.98
State Reimbursement	57,685.00	0.00	32,933.49	24,751.51
Other Local	2,000.00	0.00	0.00	2,000.00
Interfund Transfer	81,212.00	0.00	0.00	81,212.00
TOTAL REVENUE	**$6,152,180.00**	**$1,102,798.96**	**$3,925,671.53**	**$2,226,508.47**
EXPENSES				
Local	$6,003,540.00	$559,963.02	$4,425,976.51	
TOTAL EXPENSES	**$6,003,540.00**	**$559,963.02**	**$4,425,976.51**	
EXCESS EXPENDITURES OVER REVENUE	**$148,640.00**		**($500,304.98)**	

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

Norman School District
Bond Fund
Statement of Assets, Liabilities and Fund Balance
March 31, 2023

ASSETS		
Cash in Bank	$11,464,010.06	
Investments	0.00	
Accrued Interest	0.00	
Receivables	0.00	
TOTAL ASSETS		**$11,464,010.06**
LIABILITIES AND FUND BALANCE		
Accounts Payable	$71,622.95	
Total Liabilities		$71,622.95
Audited Fund Balance (June 30, 2022)	$15,852,484.49	
Excess Expenditures over Revenue	($4,460,097.38)	
Fund Balance, End of Period		$11,392,387.11
TOTAL LIABILITIES AND FUND BALANCE		**$11,464,010.06**

Norman School District
Bond Fund
Statement of Revenue and Expenditures
March 31, 2023

REVENUES	ANNUAL BUDGET	*CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL	REVENUE RECEIVABLE
Local	$7,060,000.00	$181,200.00	$181,200.00	$6,878,800.00
Interest	$50,000.00	$0.00	$0.00	$50,000.00
TOTAL REVENUE	**$7,110,000.00**	**$181,200.00**	**$181,200.00**	**$6,928,800.00**
EXPENSES				
Local	$21,434,478.00	$260,646.46	$4,641,297.38	
Fund Transfer	0.00	0.00	0.00	
TOTAL EXPENSES	**$21,434,478.00**	**$260,646.46**	**$4,641,297.38**	
EXCESS EXPENDITURES OVER REVENUE	**($14,324,478.00)**		**($4,460,097.38)**	

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

Norman School District
Sinking Fund
Statement of Assets, Liabilities and Fund Balance
March 31, 2023

ASSETS		
Cash in Bank	$29,663,856.16	
Accounts Receivable	0.00	
Investments	0.00	
Accrued Interest	0.00	
Property Taxes - Current	2,850,644.20	
Property Taxes - Delinquent	0.00	
TOTAL ASSETS		**$32,514,500.36**
LIABILITIES AND FUND BALANCE		
Accounts Payable	$0.00	
Deferred Revenue	2,858,408.56	
Escrow Account	0.00	
Total Liabilities		$2,858,408.56
Audited Fund Balance (June 30, 2022)	$23,135,698.74	
Excess Revenue over Expenditures	$6,520,393.06	
Fund Balance, End of Period		$29,656,091.80
TOTAL LIABILITIES AND FUND BALANCE		**$32,514,500.36**

Norman School District
Sinking Fund
Statement of Revenue and Expenditures
March 31, 2023

REVENUES	ANNUAL BUDGET	*CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL	REVENUE RECEIVABLE
Ad Valorem Tax	$30,475,132.00	$910,225.16	$28,165,923.20	$2,309,208.80
Premium on Bonds Sold	$0.00	$0.00	$0.00	$0.00
Interest	40,050.00	0.00	105,193.06	(65,143.06)
State	0.00	1.80	1.80	(1.80)
Fund Transfer	(40,000.00)	0.00	0.00	(40,000.00)
TOTAL REVENUE	**$30,475,182.00**	**$910,226.96**	**$28,271,118.06**	**$2,204,063.94**
EXPENSES				
Local	$31,231,875.00	$39,111.11	$21,750,725.00	
Fund Transfer	0.00	0.00	0.00	
TOTAL EXPENSES	**$31,231,875.00**	**$39,111.11**	**$21,750,725.00**	
EXCESS REVENUE OVER EXPENDITURES	**($756,693.00)**		**$6,520,393.06**	

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

Norman School District
Student Activity Fund
Statement of Assets, Liabilities and Fund Balance
March 31, 2023

ASSETS		
Cash in Bank	$2,591,116.28	
Accounts Receivable	1,807.07	
TOTAL ASSETS		**$2,592,923.35**
LIABILITIES AND FUND BALANCE		
Accounts Payable	$35,796.38	
Total Liabilities		$35,796.38
Audited Fund Balance (June 30, 2022)	$2,514,999.80	
Excess Revenue over Expenditures	$42,127.17	
Fund Balance, End of Period		$2,557,126.97
TOTAL LIABILITIES AND FUND BALANCE		**$2,592,923.35**

Norman School District
Student Activity Fund
Statement of Revenue and Expenditures
March 31, 2023

REVENUES	ANNUAL BUDGET	*CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL	REVENUE RECEIVABLE
Local	$3,000,000.00	$122,231.56	$2,047,518.67	952,481.33
TOTAL REVENUE	**$3,000,000.00**	**$122,231.56**	**$2,047,518.67**	**$952,481.33**
EXPENSES				
Local	$3,000,000.00	$471,732.99	$2,005,391.50	
TOTAL EXPENSES	**$3,000,000.00**	**$471,732.99**	**$2,005,391.50**	
EXCESS REVENUE OVER EXPENDITURES	**$0.00**		**$42,127.17**	

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

Norman School District
Trust and Agency Funds
Statement of Assets, Liabilities and Fund Balance
March 31, 2023

ASSETS		
Cash in Bank	$4,456,418.98	
Accounts Receivable	$44,591.88	
TOTAL ASSETS		**$4,501,010.86**
LIABILITIES AND FUND BALANCE		
Accounts Payable	$47,979.27	
Total Liabilities		$47,979.27
Audited Fund Balance (June 30, 2022)	$8,725,214.94	
Excess Expenditures over Revenue	(4,272,183.35)	
Fund Balance, End of Period		$4,453,031.59
TOTAL LIABILITIES AND FUND BALANCE		**$4,501,010.86**

Norman School District
Trust and Agency Funds
Statement of Revenue and Expenditures
March 31, 2023

REVENUES	ANNUAL BUDGET	*CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL	REVENUE RECEIVABLE
Local	$20,000,000.00	$3,246,426.40	$3,606,429.84	$16,393,570.16
Fund Transfer	0.00	0.00	0.00	$0.00
TOTAL REVENUE	**$20,000,000.00**	**$3,246,426.40**	**$3,606,429.84**	**$16,393,570.16**
EXPENSES				
Local	$20,000,000.00	$228,074.80	$7,878,613.19	
Fund Transfer	0.00	0.00	0.00	
TOTAL EXPENSES	**$20,000,000.00**	**$228,074.80**	**$7,878,613.19**	
EXCESS EXPENDITURES OVER REVENUE	**$0.00**		**($4,272,183.35)**	

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

2022-2023 INVESTMENT INFORMATION

JP MORGAN CHASE US GOV MONEY MARKET							
MONTH	**BANK**	**ACCOUNT**	**BALANCE**	**INTEREST EARNED**	**INTEREST RATE**		
July	JP Morgan Chase	Money Market	65,036,300.20	85,133.28	1.74%		
August	JP Morgan Chase	Money Market	59,139,650.32	103,350.12	1.99%		
September	JP Morgan Chase	Money Market	51,244,049.97	104,399.65	2.72%		
October	JP Morgan Chase	Money Market	45,364,231.62	120,181.65	2.81%		
November	JP Morgan Chase	Money Market	39,489,582.64	125,351.02	3.55%		
December	JP Morgan Chase	Money Market	46,629,009.31	139,426.67	4.16%		
January	JP Morgan Chase	Money Market	68,658,481.28	229,471.97	4.17%		
February	JP Morgan Chase	Money Market	60,880,831.49	222,350.21	4.45%		
March	JP Morgan Chase	Money Market	59,117,981.53	222,350.21	4.73%		
COUNTRY CLUB BANK							
TYPE	**BANK**	**PURCHASED**	**PAR**	**PRICE**	**YIELD**	**MATURITY**	**INTEREST**
FHDN	Country Club Bank	1/10/2023	9,750,000.00	9,618,289.69	4.671%	4/27/2023	131,710.31
FHLB	Country Club Bank	1/10/2023	5,975,000.00	5,871,393.50	4.736%	5/26/2023	103,606.50
*FHDN - Federal Home Discount Note							
*FHLB - Federal Home Loan Bank							

ATTACHMENT A

Norman Public Schools
Norman, Oklahoma
Certified Personnel Report

4/10/2023

LEAVE OF ABSENCE				
NAME	**RETURNING/LEAVING**	**ASSIGNMENT**	**SITE**	**EFFECTIVE DATE**
LINN, LESLIE	RETURNING	KINDERGARTEN TEACHER	ADAMS ELEMENTARY	8/9/2023
RECOMMENDATIONS/ TEMPORARY EMPLOYMENT				
NAME	**NEW/REPLACEMENT**	**ASSIGNMENT**	**SITE**	**EFFECTIVE DATE**
BRILEY, MARGARET	REPLACEMENT	SPECIAL EDUCATION TEACHER	NORMAN HIGH	3/20/2023
PYLE, MADISON	REPLACEMENT	SCIENCE TEACHER	WHITTIER MIDDLE	3/20/2023
*YANEZ, PATRICIA	REPLACEMENT	FAMILY/COMMUNITY SUPPORT	JACKSON ELEMENTARY	1/3/2023
RECOMMENDATIONS/ TEMPORARY EMPLOYMENT				
AGUIRRE, REBECCA	TEMP TO REHIRE	MUSIC TEACHER	JEFFERSON ELEMENTARY	8/9/2023
ALVARADO, EMILY	TEMP TO REHIRE	FIRST GRADE TEACHER	KENNEDY ELEMENTARY	8/9/2023
ANDERSON, MIA	TEMP TO REHIRE	FIRST GRADE TEACHER	WILSON ELEMENTARY	8/9/2023
ANDREWS, AMELIA	TEMP TO REHIRE	PHYSICAL EDUCATION TEACHER	ALCOTT MIDDLE	8/9/2023
ANGULO, CATHERINE	TEMP TO REHIRE	MATH TEACHER	ALCOTT MIDDLE	8/9/2023
ARMSTRONG-DIAZ, JENNIFER	TEMP TO REHIRE	ELEMENTARY MUSIC TEACHER	TRUMAN PRIMARY	8/9/2023
ATWOOD, SAMUEL	TEMP TO REHIRE	KINDERGARTEN TEACHER	KENNEDY ELEMENTARY	8/9/2023
AUSTIN, SHANE	TEMP TO REHIRE	ATHLETIC COORDINATOR	NORMAN HIGH	7/31/2023
AVERY, MIAISHA	TEMP TO REHIRE	SCHOOL PSYCHOLOGIST	SPECIAL SERVICES	8/9/2023
BAIDOO, MARY	TEMP TO REHIRE	FOURTH GRADE TEACHER	MCKINLEY ELEMENTARY	8/9/2023
BAKER, MATTHEW	TEMP TO REHIRE	ENGLISH TEACHER	NORMAN HIGH	8/9/2023
BANKS, AMANDA	TEMP TO REHIRE	PRE K TEACHER	JEFFERSON ELEMENTARY	8/9/2023
BARNES, LAUREN	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	NORMAN NORTH	8/9/2023
BATTERSON, EMILY	TEMP TO REHIRE	FOURTH GRADE TEACHER	TRUMAN ELEMENTARY	8/9/2023
BEERS, HOLLY	TEMP TO REHIRE	ELEMENTARY PE TEACHER	JACKSON ELEMENTARY	8/9/2023
BETH, BRADY	TEMP TO REHIRE	RESOURCE TEACHER	KENNEDY ELEMENTARY	8/9/2023
BLACK, TABITHA	TEMP TO REHIRE	ART TEACHER	NORMAN HIGH	8/9/2023
BOWLES, LIESL	TEMP TO REHIRE	FIRST GRADE TEACHER	ROOSEVELT ELEMENTARY	8/9/2023
BOYER, OLIVIA	TEMP TO REHIRE	KINDERGARTEN TEACHER	ROOSEVELT ELEMENTARY	8/9/2023
BURTON, HAILEY	TEMP TO REHIRE	LIBRARIAN	NORMAN HIGH	7/20/2023
BRADY, BETH	TEMP TO REHIRE	RESOURCE TEACHER	KENNEDY ELEMENTARY	8/9/2023
BREWER, AMY	TEMP TO REHIRE	FIFTH GRADE TEACHER	CLEVELAND ELEMENTARY	8/9/2023
BROWN, EMILY	TEMP TO REHIRE	FIRST GRADE TEACHER	LINCOLN ELEMENTARY	8/9/2023
BRUEHL, JACOB	TEMP TO REHIRE	MATH TEACHER	IRVING MIDDLE	8/9/2023
BULLOCK, ERIN	TEMP TO REHIRE	LIBRARY/MEDIA CONSULTANT	ADAMS ELEMENTARY	8/7/2023
BURR, RILEY	TEMP TO REHIRE	ENGLISH TEACHER	NORMAN HIGH	8/9/2023
BUSHEY, ANGELA	TEMP TO REHIRE	AUTISM TEACHER	TRUMAN PRIMARY	8/9/2023

CAGLE, NATOSHA	TEMP TO REHIRE	FIFTH GRADE TEACHER	KENNEDY ELEMENTARY	8/9/2023
CASH, CHELSEA	TEMP TO REHIRE	FIFTH GRADE TEACHER	REAGAN ELEMENTARY	8/9/2023
CHESLEY, SHERIDAN	TEMP TO REHIRE	KINDERGARTEN TEACHER	KENNEDY ELEMENTARY	8/9/2023
CHRISTENSEN, CALLIE	TEMP TO REHIRE	ART TEACHER	ALCOTT MIDDLE	8/9/2023
CLARK, COOPER	TEMP TO REHIRE	ELEMENTARY PE TEACHER	TRUMAN PRIMARY	8/9/2023
CLEMONS, KYLA	TEMP TO REHIRE	SPEECH PATHOLOGIST	SPECIAL SERVICES	8/9/2023
COBB, ALEXANDRA	TEMP TO REHIRE	SPANISH TEACHER	ALCOTT MIDDLE	8/9/2023
COFER, LINDSEY	TEMP TO REHIRE	FIFTH GRADE TEACHER	ROOSEVELT ELEMENTARY	8/9/2023
COFFEY, TAWNYA	TEMP TO REHIRE	ELEMENTARY COUNSELOR	KENNEDY ELEMENTARY	7/28/2023
COLE, DANIEL	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	NORMAN NORTH	8/9/2023
COLINA, RONALDO	TEMP TO REHIRE	STUDENT ADVOCACY COORDINATOR	NORMAN NORTH	7/10/2023
CONSOLINO, LYNDA	TEMP TO REHIRE	THIRD GRADE TEACHER	WASHINGTON ELEMENTARY	8/9/2023
CORBETT, BRODY	TEMP TO REHIRE	SPANISH TEACHER	NORMAN NORTH	8/9/2023
COWARDIN, ELIZABETH	TEMP TO REHIRE	RESOURCE TEACHER	ROOSEVELT ELEMENTARY	8/9/2023
CRAWL, DEVIN	TEMP TO REHIRE	COMPUTER TEACHER	LONGFELLOW MIDDLE	8/9/2023
DALTON, BRITTANY	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	LONGFELLOW MIDDLE	8/9/2023
DECK, MORGAN	TEMP TO REHIRE	MATH TEACHER	IRVING MIDDLE	8/9/2023
DEMBOWSKI, ERICKSON	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	NORMAN HIGH	8/9/2023
DOLL, KRISTA	TEMP TO REHIRE	COUNSELOR	IRVING MIDDLE	7/19/2023
DOVE, ANGELIC	TEMP TO REHIRE	AUTISM TEACHER	ROOSEVELT ELEMENTARY	8/9/2023
DOWELL, BAILEY	TEMP TO REHIRE	KINDERGARTEN TEACHER	WILSON ELEMENTARY	8/9/2023
DOYLE, STACY	TEMP TO REHIRE	MIDDLE SCHOOL COUNSELOR	ALCOTT MIDDLE	7/19/2023
DUNCAN, KATHRYN	TEMP TO REHIRE	THIRD GRADE TEACHER	REAGAN ELEMENTARY	8/9/2023
DVORAK, SYDNEY	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	ALCOTT MIDDLE	8/9/2023
EDMONDS, KAYSI	TEMP TO REHIRE	SPEECH PATHOLOGIST	SPECIAL SERVICES	8/9/2023
ELAM, BRIAN	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	IRVING MIDDLE	8/9/2023
ELLIS, GRACE	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	WHITTIER MIDDLE	8/9/2023
ENGEL, MATTHEW	TEMP TO REHIRE	FIFTH GRADE TEACHER	JEFFERSON ELEMENTARY	8/9/2023
ETTER, CATHERINE	TEMP TO REHIRE	ELEMENTARY MUSIC TEACHER	JACKSON ELEMENTARY	8/9/2023
EVANS, MITRA	TEMP TO REHIRE	NPAT PARENT EDUCATOR	JACKSON ELEMENTARY	8/9/2023
FANEROS, ILA	TEMP TO REHIRE	SPEECH PATHOLOGIST	SPECIAL SERVICES	8/9/2023
FEES, CYNDRA	TEMP TO REHIRE	THIRD GRADE TEACHER	TRUMAN ELEMENTARY	8/9/2023
FERGUSON, ADDYSON	TEMP TO REHIRE	FOURTH GRADE TEACHER	REAGAN ELEMENTARY	8/9/2023
FINNERAN, KAYLEE	TEMP TO REHIRE	SPECIAL EDUCATION TEACHER	NORMAN HIGH	8/9/2023
FITZGERALD, ANNA	TEMP TO REHIRE	ASSISTANT BAND DIRECTOR	NORMAN NORTH	8/3/2023
FLEMING, ZACHARY	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	NORMAN NORTH	8/9/2023
FRANTZ, KATELIN	TEMP TO REHIRE	SPANISH TEACHER	WHITTIER MIDDLE	8/9/2023
FULLINGIM, MYRA	TEMP TO REHIRE	KINDERGARTEN TEACHER	ADAMS ELEMENTARY	8/9/2023
GATEWOOD, ABIGAIL	TEMP TO REHIRE	MATH TEACHER	ALCOTT MIDDLE	8/9/2023
GEARY, JUSTIN	TEMP TO REHIRE	SPECIAL EDUCATION TEACHER	NORMAN HIGH	8/9/2023
GILL, CHRISTIAN	TEMP TO REHIRE	SPECIAL EDUCATION TEACHER	LONGFELLOW MIDDLE	8/9/2023
GOMEZ, LACEY	TEMP TO REHIRE	SECOND GRADE TEACHER	TRUMAN PRIMARY	8/9/2023
GULESERIAN, KELSI	TEMP TO REHIRE	MATH TEACHER	NORMAN NORTH	8/9/2023
HALE, TAYLOR	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	IRVING MIDDLE	8/9/2023

HALL, ABIGAIL	TEMP TO REHIRE	THIRD GRADE TEACHER	MONROE ELEMENTARY	8/9/2023
HALL, KATY	TEMP TO REHIRE	ART TEACHER	NORMAN NORTH	8/9/2023
HALL, LAUREN	TEMP TO REHIRE	ELEMENTARY P. E. TEACHER	CLEVELAND ELEMENTARY	8/9/2023
HANSKA, CINDY	TEMP TO REHIRE	GUIDANCE COUNSELOR	NORMAN NORTH	7/19/2023
HANSON, EMILEE	TEMP TO REHIRE	RESOURCE TEACHER	LINCOLN ELEMENTARY	8/9/2023
HARRIS, MIA	TEMP TO REHIRE	KINDERGARTEN TEACHER	ADAMS ELEMENTARY	8/9/2023
HIRD, XUEMEI	TEMP TO REHIRE	CHINESE TEACHER	NORMAN HIGH	8/9/2023
HOBBS, MATTHEW	TEMP TO REHIRE	MATH TEACHER	ALCOTT MIDDLE	8/9/2023
HOLLAND, ALLY	TEMP TO REHIRE	SPEECH PATHOLOGIST	SPECIAL SERVICES	8/9/2023
HOPPER, KELLI	TEMP TO REHIRE	SCHOOL PSYCHOLOGIST	SPECIAL SERVICES	8/9/2023
HUDSON, ZOIE	TEMP TO REHIRE	DANCE TEACHER	NORMAN HIGH	8/9/2023
HUGHES, SHAWNA	TEMP TO REHIRE	FIFTH GRADE TEACHER	ADAMS ELEMENTARY	8/9/2023
HUMPHREY, JORDAN	TEMP TO REHIRE	FIRST GRADE TEACHER	KENNEDY ELEMENTARY	8/9/2023
HUTCHESON, SANDRA	TEMP TO REHIRE	RESOURCE TEACHER	REAGAN ELEMENTARY	8/9/2023
JACKSON, ROBERT	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	IRVING MIDDLE	8/9/2023
JOHNSON, ABIGAIL	TEMP TO REHIRE	THIRD GRADE TEACHER	MADISON ELEMENTARY	8/9/2023
JOHNSON, ALYSSA	TEMP TO REHIRE	SECOND GRADE TEACHER	MCKINLEY ELEMENTARY	8/9/2023
JOHNSON, AUBREY	TEMP TO REHIRE	SCIENCE TEACHER	WHITTIER MIDDLE	8/9/2023
KEELEY, MARLA	TEMP TO REHIRE	FAMILY CONSUMER SCIENCE TEACHER	WHITTIER MIDDLE	8/9/2023
KENNEDY, MARTHA	TEMP TO REHIRE	FIFTH GRADE TEACHER	MADISON ELEMENTARY	8/9/2023
KETCHUM, DEAN	TEMP TO REHIRE	KINDERGARTEN TEACHER	MADISON ELEMENTARY	8/9/2023
KINNAIRD, MELINDA	TEMP TO REHIRE	THIRD GRADE TEACHER	ADAMS ELEMENTARY	8/9/2023
KOCH, AMBER	TEMP TO REHIRE	PRE K MUSIC TEACHER	WILSON ELEMENTARY	8/9/2023
KRUEGER, DEANA	TEMP TO REHIRE	SPEECH PATHOLOGIST	SPECIAL SERVICES	8/9/2023
LACY-SCOTT, LEEANNE	TEMP TO REHIRE	LANGUAGE ARTS TEACHER	LONGFELLOW MIDDLE	8/9/2023
LAKE, KRISTIAN	TEMP TO REHIRE	AUTISM TEACHER	EISENHOWER ELEMENTARY	8/9/2023
LAMBERT, AMY	TEMP TO REHIRE	PRE K TEACHER	WILSON ELEMENTARY	8/9/2023
LAMP, EMILY	TEMP TO REHIRE	FIRST GRADE TEACHER	WILSON ELEMENTARY	8/9/2023
LAWSON, NATHAN	TEMP TO REHIRE	SCIENCE TEACHER	LONGFELLOW MIDDLE	8/9/2023
LEMONS, RYLEN	TEMP TO REHIRE	ENGLISH TEACHER	NORMAN HIGH	8/9/2023
LENTZ, JEANNIE	TEMP TO REHIRE	ENGLISH TEACHER	LONGFELLOW MIDDLE	8/9/2023
MAHAND, EMALEE	TEMP TO REHIRE	ENGLISH TEACHER	NORMAN HIGH	8/9/2023
MAIORCA, DEBRA	TEMP TO REHIRE	THIRD GRADE TEACHER	ADAMS ELEMENTARY	8/9/2023
MANCINO, KATHERINE	TEMP TO REHIRE	FIFTH GRADE TEACHER	MCKINLEY ELEMENTARY	8/9/2023
MASSIAH, JOZETTE	TEMP TO REHIRE	FAMILY CONSUMER SCIENCE TEACHER	ALCOTT MIDDLE	8/9/2023
MCBRIARTY, ERIN	TEMP TO REHIRE	SCIENCE TEACHER	LONGFELLOW MIDDLE	8/9/2023
MCCOY-LAROCQUE, MEGAN	TEMP TO REHIRE	MATH TEACHER	IRVING MIDDLE	8/9/2023
MCDANIEL, MADISON	TEMP TO REHIRE	LEADERSHIP TEACHER	NORMAN HIGH	8/9/2023
MCFALL PRINCE, AMY	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	ALCOTT MIDDLE	8/9/2023
MCINNIS, TORONZO	TEMP TO REHIRE	MATH TEACHER	NORMAN HIGH	8/9/2023
METCALF, MIRANDA	TEMP TO REHIRE	SECOND GRADE TEACHER	MCKINLEY ELEMENTARY	8/9/2023
MEYER, CANDICE	TEMP TO REHIRE	MIDDLE SCHOOL COUNSELOR	ALCOTT MIDDLE	7/19/2023
MINGS, MARY	TEMP TO REHIRE	FIRST GRADE TEACHER	ROOSEVELT ELEMENTARY	8/9/2023
MINYON, LAURA	TEMP TO REHIRE	RESOURCE TEACHER	WHITTIER MIDDLE	8/9/2023

MONKRES, SYDNEY	TEMP TO REHIRE	SECOND GRADE TEACHER	ADAMS ELEMENTARY	8/9/2023
MOORE, KARIN	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	NORMAN NORTH	8/9/2023
MOORE, KIMBERLY	TEMP TO REHIRE	FIFTH GRADE TEACHER	WASHINGTON ELEMENTARY	8/9/2023
MOORE, MORGAN	TEMP TO REHIRE	FIRST GRADE TEACHER	ADAMS ELEMENTARY	8/9/2023
MORGAN, LACY	TEMP TO REHIRE	FAMILY CONSUMER SCIENCE TEACHER	NORMAN HIGH	8/9/2023
MORGAN, SARAH	TEMP TO REHIRE	MATH TEACHER	LONGFELLOW MIDDLE	8/9/2023
MORRIS, MACKINZIE	TEMP TO REHIRE	FIRST GRADE TEACHER	CLEVELAND ELEMENTARY	8/9/2023
MUNNELL, CALEB	TEMP TO REHIRE	PHYSICAL SCIENCE TEACHER	NORMAN NORTH	8/9/2023
NELL, JOSEPH	TEMP TO REHIRE	ELEMENTARY MUSIC TEACHER	REAGAN ELEMENTARY	8/9/2023
NEWTON, MANDY	TEMP TO REHIRE	FOURTH GRADE TEACHER	TRUMAN ELEMENTARY	8/9/2023
NIDEY, WINTER	TEMP TO REHIRE	FOURTH GRADE TEACHER	MCKINLEY ELEMENTARY	8/9/2023
NORTON, JORDYN	TEMP TO REHIRE	FIRST GRADE TEACHER	ADAMS ELEMENTARY	8/9/2023
NORTON, JOSHUA	TEMP TO REHIRE	ELEMENTARY P E TEACHER	CLEVELAND ELEMENTARY	8/9/2023
ORR, ANDREW	TEMP TO REHIRE	MUSIC BAND DIRECTOR	ALCOTT MIDDLE	8/9/2023
ORR, SARAH	TEMP TO REHIRE	PRE K MUSIC AND MOVEMENT	TRUMAN PRIMARY	8/9/2023
ORTWEIN, ALICIA	TEMP TO REHIRE	SECOND GRADE TEACHER	MCKINLEY ELEMENTARY	8/9/2023
OWEN, ILYSSA	TEMP TO REHIRE	SCIENCE TEACHER	ALCOTT MIDDLE	8/9/2023
OWEN, LAUREN	TEMP TO REHIRE	LANGUAGE ARTS TEACHER	ALCOTT MIDDLE	8/9/2023
PAPPAN, LETITIA	TEMP TO REHIRE	RESOURCE TEACHER	WASHINGTON ELEMENTARY	8/9/2023
PARKS, GINA	TEMP TO REHIRE	FIFTH GRADE TEACHER	JEFFERSON ELEMENTARY	8/9/2023
PARTAIN, MEGHAN	TEMP TO REHIRE	LANGUAGE ARTS TEACHER	LONGFELLOW MIDDLE	8/9/2023
PATRICK, IAN	TEMP TO REHIRE	SCIENCE TEACHER	NORMAN HIGH	8/9/2023
PATTERSON, GIORGIA	TEMP TO REHIRE	ASSISTANT BAND DIRECTOR	NORMAN HIGH	8/3/2023
PAYTON, HEIDI	TEMP TO REHIRE	KINDERGARTEN TEACHER	EISENHOWER ELEMENTARY	8/9/2023
PORCH, DUSTIN	TEMP TO REHIRE	ATHLETIC COORDINATOR	NORMAN NORTH	7/31/2023
POWELL, PERRY	TEMP TO REHIRE	SPECIAL EDUCATION TEACHER	NORMAN HIGH	8/9/2023
PRICE, EARL	TEMP TO REHIRE	39 TRIBES TEACHER	NORMAN NORTH	8/9/2023
RATCLIFF, KAMRIN	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	NORMAN HIGH	8/9/2023
RAY, ANGELA	TEMP TO REHIRE	RESOURCE MATH TEACHER	IRVING MIDDLE	8/9/2023
RENFRO, SARAH	TEMP TO REHIRE	SCHOOL PSYCHOLOGIST	SPECIAL SERVICES	8/9/2023
RHYNES, MYLEAH	TEMP TO REHIRE	7TH GRADE SCIENCE TEACHER	ALCOTT MIDDLE	8/9/2023
ROBERTS, RACHEL	TEMP TO REHIRE	RESOURCE TEACHER- AUTISM	MONROE ELEMENTARY	8/9/2023
ROCHFORD, CLAIRE	TEMP TO REHIRE	MATH TEACHER	NORMAN HIGH	8/9/2023
RODGERS, KRISTINA	TEMP TO REHIRE	FIFTH GRADE TEACHER	KENNEDY ELEMENTARY	8/9/2023
ROLLINS, TASHINA	TEMP TO REHIRE	SPED MILD/MOD RESOURCE	IRVING MIDDLE	8/9/2023
RUSHING, HANNAH	TEMP TO REHIRE	THIRD GRADE TEACHER	REAGAN ELEMENTARY	8/9/2023
RUSS, KEVIN	TEMP TO REHIRE	FOURTH GRADE TEACHER	KENNEDY ELEMENTARY	8/9/2023
RUSSELL, AMANDA	TEMP TO REHIRE	FOURTH GRADE TEACHER	KENNEDY ELEMENTARY	8/9/2023
SCHANE, MIKAYLA	TEMP TO REHIRE	FOURTH GRADE TEACHER	KENNEDY ELEMENTARY	8/9/2023
SCHMIDT, KAYLEY	TEMP TO REHIRE	FOURTH GRADE TEACHER	KENNEDY ELEMENTARY	8/9/2023
SCHMIDT, MARGARET	TEMP TO REHIRE	FOURTH GRADE TEACHER	ADAMS ELEMENTARY	8/9/2023
SCOTT, GABRIELLE	TEMP TO REHIRE	FIFTH GRADE TEACHER	JACKSON ELEMENTARY	8/9/2023
SCOTT, JUSTIN	TEMP TO REHIRE	THIRD GRADE TEACHER	KENNEDY ELEMENTARY	8/9/2023
SHELTON, MISTI	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	IRVING MIDDLE	8/9/2023

SHERMAN, LOGAN	TEMP TO REHIRE	FIRST GRADE TEACHER	JACKSON ELEMENTARY	8/9/2023
SILK, BAILEY	TEMP TO REHIRE	SECOND GRADE TEACHER	KENNEDY ELEMENTARY	8/9/2023
SKEEL, KATHERINE	TEMP TO REHIRE	FIFTH GRADE TEACHER	CLEVELAND ELEMENTARY	8/9/2023
SKOROPOWSKI, BRANDY	TEMP TO REHIRE	GATEWAY TO TECHNOLOGY TEACHER	ALCOTT MIDDLE	8/9/2023
SMITH, HUNTER	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	ALCOTT MIDDLE	8/9/2023
SOLORZANO, JANELLY	TEMP TO REHIRE	RESOURCE TEACHER	JACKSON ELEMENTARY	8/9/2023
SPRECHER, LYNDSAY	TEMP TO REHIRE	SECOND GRADE TEACHER	ADAMS ELEMENTARY	8/9/2023
SPRINGER, JUSTIN	TEMP TO REHIRE	SPECIAL ED LANGUAGE ARTS TEACHER	IRVING MIDDLE	8/9/2023
STANBERRY, GRACE	TEMP TO REHIRE	FIRST GRADE TEACHER	LAKEVIEW ELEMENTARY	8/9/2023
STEELE, MARY	TEMP TO REHIRE	KINDERGARTEN TEACHER	REAGAN ELEMENTARY	8/9/2023
STEPP, JAYME	TEMP TO REHIRE	RESOURCE TEACHER	REAGAN ELEMENTARY	8/9/2023
SUTTER, TERESE	TEMP TO REHIRE	THIRD GRADE TEACHER	ADAMS ELEMENTARY	8/9/2023
SWIFT, MOLLY	TEMP TO REHIRE	MATH TEACHER	NORMAN NORTH	8/9/2023
TERRELL, JENNIFER	TEMP TO REHIRE	SCHOOL PSYCHOLOGIST	SPECIAL SERVICES	8/9/2023
TESTA, SARAH	TEMP TO REHIRE	SCHOOL PSYCHOLOGIST	SPECIAL SERVICES	8/9/2023
THOMPSON, KRISTA	TEMP TO REHIRE	KINDERGARTEN TEACHER	JACKSON ELEMENTARY	8/9/2023
THURLOW, KIRBY	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	WHITTIER MIDDLE	8/9/2023
WALKER, KRISTEN	TEMP TO REHIRE	RESOURCE TEACHER	LAKEVIEW ELEMENTARY	8/9/2023
WATSON, KAITLYN	TEMP TO REHIRE	ELEMENTARY MUSIC TEACHER	KENNEDY ELEMENTARY	8/9/2023
WEPEL, JESSICA	TEMP TO REHIRE	SCIENCE TEACHER	LONGFELLOW MIDDLE	8/9/2023
WILKENS, GARRETT	TEMP TO REHIRE	ELEMENTARY PE TEACHER	ADAMS ELEMENTARY	8/9/2023
WILKERSON, KATHLEEN	TEMP TO REHIRE	SCIENCE TEACHER	NORMAN HIGH	8/9/2023
WILLIAMS, KENDRA	TEMP TO REHIRE	SPECIAL EDUCATION TEACHER	LONGFELLOW MIDDLE	8/9/2023
WOODARD, BRYAN	TEMP TO REHIRE	SPECIAL EDUCATION MATH TEACHER	IRVING MIDDLE	8/9/2023
YATES, CONNOR	TEMP TO REHIRE	FOURTH GRADE TEACHER	REAGAN ELEMENTARY	8/9/2023
YORK, NATALIE	TEMP TO REHIRE	ENGLISH LANGUAGE TEACHER	ALCOTT MIDDLE	8/9/2023
YOUNG, MARIENNE	TEMP TO REHIRE	THIRD GRADE TEACHER	LINCOLN ELEMENTARY	8/9/2023
YOUNKIN, JEREMY	TEMP TO REHIRE	GUIDANCE COUNSELOR	IRVING MIDDLE	7/19/2023
ZARAGOZA, DINO	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	NORMAN NORTH	8/9/2023
ZEARLEY, JENSEN	TEMP TO REHIRE	GUIDANCE COUNSELOR	NORMAN HIGH	7/19/2023
ZUCHOWSKI, MATTHEW	TEMP TO REHIRE	MATH TEACHER	ALCOTT MIDDLE	8/9/2023
NAME	**NEW/REPLACEMENT**	**ASSIGNMENT**	**SITE**	**EFFECTIVE DATE**
ALLEN, TAQUINESHA	TEMP TO REGULAR	MATH TEACHER	LONGFELLOW MIDDLE	8/9/2023
ALVAREZ, HALIMA	TEMP TO REGULAR	FIRST GRADE TEACHER	MONROE ELEMENTARY	8/9/2023
ALVAREZ-BRIGLIE, SOFIA	TEMP TO REGULAR	SCIENCE TEACHER	ALCOTT MIDDLE	8/9/2023
ARNOLD, ALEXANDRA	TEMP TO REGULAR	FIRST GRADE TEACHER	REAGAN ELEMENTARY	8/9/2023
ASHLEY, NATHANIEL	TEMP TO REGULAR	GATEWAY TO TECHNOLOGY	IRVING MIDDLE	8/9/2023
AVALOS, FAITH	TEMP TO REGULAR	RESOURCE TEACHER	NORMAN NORTH	8/9/2023
AVERYT, MORGAN	TEMP TO REGULAR	SECOND GRADE TEACHER	TRUMAN PRIMARY	8/9/2023
BAER, MELANIE	TEMP TO REGULAR	STUDENT ADVOCACY COORDINATOR	NORMAN HIGH	7/10/2023
BARNETT, KRISTEN	TEMP TO REGULAR	FOURTH GRADE TEACHER	LAKEVIEW ELEMENTARY	8/9/2023
BOTTJER, EMILY	TEMP TO REGULAR	RESOURCE TEACHER	NORMAN NORTH	8/9/2023
BOYLES, KATARINA	TEMP TO REGULAR	SPEECH PATHOLOGIST	MONROE ELEMENTARY	8/9/2023

BROWN, KAREY	TEMP TO REGULAR	KINDERGARTEN TEACHER	TRUMAN PRIMARY	8/9/2023
BRUENING, KRISTINA	TEMP TO REGULAR	ORCHESTRA TEACHER	ALCOTT MIDDLE	8/9/2023
CAMPBELL, DONALD	TEMP TO REGULAR	PRE K MUSIC AND MOVEMENT	ADAMS ELEMENTARY	8/9/2023
CAMPBELL, JULIA	TEMP TO REGULAR	SECOND GRADE TEACHER	CLEVELAND ELEMENTARY	8/9/2023
CARIKER, MARNI	TEMP TO REGULAR	GUIDANCE COUNSELOR	WHITTIER MIDDLE	7/19/2023
CARRASCO, KAITLYN	TEMP TO REGULAR	GUIDANCE COUNSELOR	NORMAN NORTH	7/19/2023
CHANDLER, MIKAYLA	TEMP TO REGULAR	ENGLISH TEACHER	NORMAN HIGH	8/9/2023
CLARK, CHENANIAH	TEMP TO REGULAR	ELEMENTARY MUSIC TEACHER	MADISON ELEMENTARY	8/9/2023
CLAY, TAYLOR	TEMP TO REGULAR	SCIENCE TEACHER	NORMAN NORTH	8/9/2023
CLEVELAND, MCKENZIE	TEMP TO REGULAR	ELEMENTARY MUSIC TEACHER	JACKSON ELEMENTARY	8/9/2023
COBB, STEPHANIE	TEMP TO REGULAR	FIFTH GRADE TEACHER	KENNEDY ELEMENTARY	8/9/2023
COLE, CORY	TEMP TO REGULAR	PHYSICAL EDUCATION TEACHER	NORMAN HIGH	8/9/2023
COLE, CRISTI	TEMP TO REGULAR	MATH TEACHER	NORMAN HIGH	8/9/2023
CONNER, TAYLOR	TEMP TO REGULAR	FOURTH GRADE TEACHER	CLEVELAND ELEMENTARY	8/9/2023
COWART, ABBEY	TEMP TO REGULAR	KINDERGARTEN TEACHER	TRUMAN PRIMARY	8/9/2023
DEDMON, ASPEN	TEMP TO REGULAR	RESOURCE TEACHER	LINCOLN ELEMENTARY	8/9/2023
DEW, DOMINIE	TEMP TO REGULAR	SCIENCE TEACHER	NORMAN HIGH	8/9/2023
DORSEY, REANNA	TEMP TO REGULAR	SCIENCE TEACHER	WHITTIER MIDDLE	8/9/2023
DOUGLAS, LEVONTE	TEMP TO REGULAR	PHYSICAL EDUCATION TEACHER	IRVING MIDDLE	8/9/2023
ELERICK-BREEDLOVE, MICHELLE	TEMP TO REGULAR	SPEECH AND DRAMA TEACHER	ALCOTT MIDDLE	8/9/2023
EVANS, ABIGAIL	TEMP TO REGULAR	FIRST GRADE TEACHER	ROOSEVELT ELEMENTARY	8/9/2023
FINGERHUT, HANNAH	TEMP TO REGULAR	ELEMENTARY MUSIC TEACHER	KENNEDY ELEMENTARY	8/9/2023
FLOYD, STEPHANIE	TEMP TO REGULAR	FIRST GRADE TEACHER	REAGAN ELEMENTARY	8/9/2023
FREEMAN, RACHEL	TEMP TO REGULAR	FOURTH GRADE TEACHER	EISENHOWER ELEMENTARY	8/9/2023
FRICKENSTEIN, KATHRYN	TEMP TO REGULAR	FOURTH GRADE TEACHER	WILSON ELEMENTARY	8/9/2023
GIFFORD, JOHN	TEMP TO REGULAR	RESOURCE MATH TEACHER	LONGFELLOW MIDDLE	8/9/2023
GREGG, NATALIE	TEMP TO REGULAR	ENGLISH TEACHER	NORMAN NORTH	8/9/2023
GRIGOR, KERRI	TEMP TO REGULAR	FOURTH GRADE TEACHER	MCKINLEY ELEMENTARY	8/9/2023
GRIGSBY, PAMELA	TEMP TO REGULAR	SPECIAL EDUCATION TEACHER	WHITTIER MIDDLE	8/9/2023
HAMLETT, HEATHER	TEMP TO REGULAR	SPECIAL EDUCATION TEACHER	ALCOTT MIDDLE	8/9/2023
HARRIS, LAURA	TEMP TO REGULAR	SCHOOL PSYCHOLOGIST	REAGAN ELEMENTARY	8/9/2023
HENRY, SARAH	TEMP TO REGULAR	STUDENT ADVOCACY COORDINATOR	LONGFELLOW MIDDLE	7/19/2023
HILL,CHELSI	TEMP TO REGULAR	DEAF AND HARD OF HEARING TEACHER	SPECIAL SERVICES	8/9/2023
HOLLAND, ELLIOT	TEMP TO REGULAR	GERMAN TEACHER	NORMAN NORTH	8/9/2023
JACKSON, LAUREN	TEMP TO REGULAR	FIRST GRADE TEACHER	TRUMAN PRIMARY	8/9/2023
JEFFRIES, CHRISTOPHER	TEMP TO REGULAR	BUSINESS MARKETING INSTRUCTOR	NORMAN HIGH	8/9/2023
JEWELL, JAYNE	TEMP TO REGULAR	LANGUAGE ARTS TEACHER	WHITTIER MIDDLE	8/9/2023
KASTANTIN, TYLER	TEMP TO REGULAR	FIFTH GRADE TEACHER	ADAMS ELEMENTARY	8/9/2023
KELLY, ANDREA	TEMP TO REGULAR	MATH TEACHER	WHITTIER MIDDLE	8/9/2023
KISINGER, SIERRA	TEMP TO REGULAR	RESOURCE TEACHER	WILSON ELEMENTARY	8/9/2023
LANEY, BRANDY	TEMP TO REGULAR	SCIENCE TEACHER	ALCOTT MIDDLE	8/9/2023
LE, ALEXIS	TEMP TO REGULAR	SECOND GRADE TEACHER	MONROE ELEMENTARY	8/9/2023
LEWIS, LORI	TEMP TO REGULAR	ELEMENTARY PE TEACHER	ROOSEVELT ELEMENTARY	8/9/2023
LINTON, TARA	TEMP TO REGULAR	KINDERGARTEN TEACHER	TRUMAN PRIMARY	8/9/2023

LONG-WHEELER, BRENNA	TEMP TO REGULAR	MATH TEACHER	NORMAN NORTH	8/9/2023
LOPEZ, DELANA	TEMP TO REGULAR	LANGUAGE ARTS TEACHER	ALCOTT MIDDLE	8/9/2023
LOVE, BRITTANY	TEMP TO REGULAR	ELEMENTARY LIBRARIAN	LINCOLN ELEMENTARY	8/7/2023
MCCARTY, LEAH	TEMP TO REGULAR	REGISTERED NURSE	NORMAN NORTH	7/25/2023
MEALER, JENNIFER	TEMP TO REGULAR	THIRD GRADE TEACHER	TRUMAN ELEMENTARY	8/9/2023
MELTON, SAVANNAH	TEMP TO REGULAR	RESOURCE TEACHER	NORMAN HIGH	8/9/2023
MESA FRAZIER, TERESITA	TEMP TO REGULAR	MATH TEACHER	NORMAN HIGH	8/9/2023
MILLER, ALLISON	TEMP TO REGULAR	FOURTH GRADE TEACHER	ADAMS ELEMENTARY	8/9/2023
MONTGOMERY, KATHERINE	TEMP TO REGULAR	SOCIAL STUDIES	WHITTIER MIDDLE	8/9/2023
MULLICAN, MATTIE	TEMP TO REGULAR	RESOURCE TEACHER	NORMAN NORTH	8/9/2023
NOMAN, AMBRIA	TEMP TO REGULAR	MATH TEACHER	NORMAN HIGH	8/9/2023
ONEAL, JOSEPH	TEMP TO REGULAR	RESOURCE TEACHER	NORMAN HIGH	8/9/2023
PHILLIPS, LEEANN	TEMP TO REGULAR	FIFTH GRADE TEACHER	TRUMAN ELEMENTARY	8/9/2023
PICKLE, LINDSEY	TEMP TO REGULAR	SECOND GRADE TEACHER	MONROE ELEMENTARY	8/9/2023
RALSTON, JEREMY	TEMP TO REGULAR	OKLAHOMA SCIENCE AVIATION TEACHER	NORMAN HIGH	8/9/2023
RENBARGER, CARLEY	TEMP TO REGULAR	ENGLISH TEACHER	LONGFELLOW MIDDLE	8/9/2023
RUNGE, KELEA	TEMP TO REGULAR	KINDERGARTEN TEACHER	REAGAN ELEMENTARY	8/9/2023
RUSS, TELITHIA	TEMP TO REGULAR	MATH TEACHER	NORMAN NORTH	8/9/2023
RYAN, COLIN	TEMP TO REGULAR	BUSINESS TEACHER	NORMAN NORTH	8/9/2023
SANDERS, BRIA	TEMP TO REGULAR	THIRD GRADE TEACHER	JACKSON ELEMENTARY	8/9/2023
SCHEUERMAN, LISL	TEMP TO REGULAR	RESOURCE TEACHER	LONGFELLOW MIDDLE	8/9/2023
SEAGROVES, TRACI	TEMP TO REGULAR	ENGLISH TEACHER	NORMAN NORTH	8/9/2023
SHULL, EMILY	TEMP TO REGULAR	MATH TEACHER	NORMAN HIGH	8/9/2023
SKINNER, CARLY	TEMP TO REGULAR	MATH TEACHER	NORMAN HIGH	8/9/2023
SMART, CONSTANCE	TEMP TO REGULAR	MATH RESOURCE TEACHER	IRVING MIDDLE	8/9/2023
SPEARS, KACI	TEMP TO REGULAR	FOURTH GRADE TEACHER	REAGAN ELEMENTARY	8/9/2023
SPENCER, KATHLEEN	TEMP TO REGULAR	FOURTH GRADE TEACHER	CLEVELAND ELEMENTARY	8/9/2023
SPRECHER, DILLYN	TEMP TO REGULAR	COMPUTER TECHNOLOGY TEACHER	WHITTIER MIDDLE	8/9/2023
SULLIVAN, APRIL	TEMP TO REGULAR	AUTISM TEACHER	MONROE ELEMENTARY	8/9/2023
TALLEY, HEATHER	TEMP TO REGULAR	ELEMENTARY PE TEACHER	TRUMAN PRIMARY	8/9/2023
TAYLOR, STEPHANIE	TEMP TO REGULAR	AUTISM TEACHER	REAGAN ELEMENTARY	8/9/2023
TEMPLIN, AMBER	TEMP TO REGULAR	THIRD GRADE TEACHER	TRUMAN ELEMENTARY	8/9/2023
TERRY, ERIKA	TEMP TO REGULAR	SECOND GRADE TEACHER	JACKSON ELEMENTARY	8/9/2023
THOMAS, ERIN	TEMP TO REGULAR	GIFTED RESOURCE TEACHER	CLEVELAND ELEMENTARY	8/9/2023
TUBBS, KAILY	TEMP TO REGULAR	FIFTH GRADE TEACHER	MCKINLEY ELEMENTARY	8/9/2023
VALDEZ, DANIEL	TEMP TO REGULAR	ELEMENTARY MUSIC TEACHER	CLEVELAND ELEMENTARY	8/9/2023
WELLMAN, NOEL	TEMP TO REGULAR	SPANISH TEACHER	WHITTIER MIDDLE	8/9/2023
WHEELER, REBEKAH	TEMP TO REGULAR	FIRST GRADE TEACHER	KENNEDY ELEMENTARY	8/9/2023
WILLIAMS, ALYSSA	TEMP TO REGULAR	THIRD GRADE TEACHER	EISENHOWER ELEMENTARY	8/9/2023
WOOD, DANIEL	TEMP TO REGULAR	HISTORY TEACHER	NORMAN HIGH	8/9/2023
WOODRUFF, JORDAN	TEMP TO REGULAR	RESOURCE TEACHER	ROOSEVELT ELEMENTARY	8/9/2023
WORMINGTON, TREY	TEMP TO REGULAR	MEDIA TEACHER	NORMAN NORTH	8/9/2023
YARBOROUGH, NORA	TEMP TO REGULAR	FIRST GRADE TEACHER	MCKINLEY ELEMENTARY	8/9/2023
ZUMWALT, SHANE	TEMP TO REGULAR	SPANISH TEACHER	LONGFELLOW MIDDLE	8/9/2023

RESIGNATIONS:

NAME	ASSIGNMENT	SITE	EFFECTIVE DATE
ALLEN, JENNIFER	SPECIAL EDUCATION TEACHER	WHITTIER MIDDLE	5/31/2023
AVERYT, MORGAN	SECOND GRADE TEACHER	TRUMAN PRIMARY	5/31/2023
BLEVINS, LILY	FIFTH GRADE TEACHER	MONROE ELEMENTARY	5/31/2023
BREWER, KENDRA	FIRST GRADE TEACHER	WASHINGTON ELEMENTARY	5/31/2023
BURKE, KATHRYN	ENGLISH TEACHER	NORMAN NORTH HIGH	4/6/2023
CASTILLO, HANNA	FOURTH GRADE TEACHER	ROOSEVELT ELEMENTARY	5/31/2023
CATER, TONI	KINDERGARTEN TEACHER	ADAMS ELEMENTARY	6/1/2022
COOK, MITCHELL	CHOIR MUSIC TEACHER	IRVING MIDDLE	5/31/2023
FANT, KAYELIN	ELEMENTARY MUSIC TEACHER	MONROE ELEMENTARY	5/31/2023
FLETCHER, ROSITA	SPECIAL EDUCATION TEACHER	ADAMS ELEMENTARY	5/31/2023
GIBSON, DANA	ENGLISH TEACHER	NORMAN HIGH	5/31/2023
HALL, HALEY	SECOND GRADE TEACHER	WASHINGTON ELEMENTARY	5/31/2023
HANCOCK, BONNIE	EL TEACHER	TRUMAN PRIMARY	5/31/2023
HASTINGS, CASSANDRA	FIFTH GRADE TEACHER	CLEVELAND ELEMENTARY	5/31/2023
HOCKETT, JOHN	SOCIAL STUDIES TEACHER	IRVING MIDDLE	3/31/2023
HUMMELL, AUDREY	MATH TEACHER	NORMAN HIGH SCHOOL	5/31/2023
HUTCHERSON, TRISHA	LIBRARY MEDIA SPECIALIST	MONROE ELEMENTARY	5/31/2023
JACKSON, LAUREN	FIRST GRADE TEACHER	TRUMAN PRIMARY	5/31/2023
KELLEY, JESSICA	THIRD GRADE TEACHER	LAKEVIEW ELEMENTARY	5/31/2023
KEY, PATRICK	LANGUAGE ARTS TEACHER	WHITTIER MIDDLE	5/31/2023
MATTINGLY, KAITLYN	KINDERGARTEN TEACHER	WASHINGTON ELEMENTARY	5/31/2023
MAYO, MELISSA	ART TEACHER	NORMAN HIGH	5/31/2023
MOCK, JOHN	FOURTH GRADE TEACHER	EISENHOWER ELEMENTARY	5/31/2023
MOORE, TIFFANY	FIFTH GRADE TEACHER	EISENHOWER ELEMENTARY	4/3/2023
MORLOCK, DANA	SECOND GRADE TEACHER	ROOSEVELT ELEMENTARY	5/31/2023
MOSSMAN, MATILDA	ADAPTIVE PE TEAACHER	IRVING MIDDLE	5/31/2023
PHILLIPS, DIANA	FOURTH GRADE TEACHER	LINCOLN ELEMENTARY	6/1/2022
ROSE, SARAH	KINDERGARTEN TEACHER	LAKEVIEW ELEMENTARY	5/31/2023
SEWELL, KASEY	HISTORY TEACHER	NORMAN HIGH	3/31/2023
SINDELAR, AMANDA	FIFTH GRADE TEACHER	WASHINGTON ELEMENTARY	5/31/2023
STUEMKY, MICHAEL	US HISTORY/DEN TEACHER	NORMAN NORTH HIGH	5/13/2023
THOMAS, BRAVEN	SOCIAL STUDIES TEACHER	LONGFELLOW MIDDLE	5/31/2023
THOMAS, JONATHON	MATH TEACHER	LONGFELLOW MIDDLE	5/31/2023
VALTHOMAS, JOEY	SOCIAL STUDIES TEACHER	LONGFELLOW MIDDLE	5/31/2023
WEISER, KATHERINE	SPEECH PATHOLOGIST	SPECIAL SERVICES	5/31/2023

RETIRING:

NAME	ASSIGNMENT	SITE	EFFECTIVE DATE
ASKEY, DAVID	PHYSICS TEACHER	NORMAN HIGH	5/31/2023
ASKEY, JAMIE	VISUALLY IMPAIRED TEACHER	SPECIAL SERVICES	5/31/2023

BENSON, BRAD		DIRECTOR OF FINE ARTS	PROFESSIONAL DEVELOPMENT	6/30/2023
DARLING, STACY		READING SPECIALIST	MONROE ELEMENTARY	5/31/2023
JOHNSON, DENISE		SPEECH PATHOLOGIST	SPECIAL SERVICES	5/31/2023
NIXON, KATHY		SECOND GRADE TEACHER	LINCOLN ELEMENTARY	5/31/2023
PATTERSON, JEFFREY		SCIENCE COORDINATOR	CURRICULUM CENTER	6/30/2023
Respectfully Submitted,				
Superintendent				
*Worked Prior to Board Approval				

ATTACHMENT B

Norman Public Schools
Norman, Oklahoma
Support Personnel Report
4/10/2023

RECOMMENDATIONS/ TEMPORARY EMPLOYMENT

NAME	NEW/REPLACEMENT	ASSIGNMENT		EFFECTIVE DATE
CALVERT, ALTHEA	REPLACEMENT	RESOURCE TEACHER ASSISTANT	CLEVELAND ELEMENTARY	3/22/2023
COLE, BRIAN	REPLACEMENT	UTILITY WORKER	CENTRAL SERVICES CENTER	3/20/2023
MORGAN, JEREMY	REPLACEMENT	SAFETY AND WATCHPERSON	CENTRAL SERVICES CENTER	4/19/2023
HE, QING	REPLACEMENT	RESOURCE TEACHER ASSISTANT	IRVING MIDDLE	3/24/2023
IKELS, PAYTON	REPLACEMENT	FIFTH GRADE TEACHER	EISENHOWER ELEMENTARY	4/10/2023
NAME	**NEW/REPLACEMENT**	**ASSIGNMENT**		**EFFECTIVE DATE**
ADAMS, MOLLY	TEMP TO REHIRE	RESOURCE TEACHER ASSISTANT	MONROE ELEMENTARY	8/8/2023
BLAKLEY, KRISTINE	TEMP TO REHIRE	ATHLETIC SECRETARY	NORMAN NORTH	7/25/2023
BOND, CORINNA	TEMP TO REHIRE	LICENSED PRACTICAL NURSE	IRVING MIDDLE	7/25/2023
BRAMMER, VANESSA	TEMP TO REHIRE	AUTISM TEACHER ASSISTANT	EISENHOWER ELEMENTARY	8/8/2023
BROOKS, ERIN	TEMP TO REHIRE	RESOURCE TEACHER ASSISTANT	MADISON ELEMENTARY	8/8/2023
CHARBONNEAU, NATACHA	TEMP TO REHIRE	RESOURCE TEACHER ASSISTANT	KENNEDY ELEMENTARY	8/8/2023
CORBIN, MATTHEW	TEMP TO REHIRE	RESOURCE TEACHER ASSISTANT	IRVING MIDDLE	8/8/2023
COX, TIFFANI	TEMP TO REHIRE	ATTENDANCE SECRETARY	NORMAN HIGH	7/25/2023
DEE, FRANCES	TEMP TO REHIRE	PRE K TEACHER ASSISTANT	EISENHOWER ELEMENTARY	8/8/2023
FLENORY, DAVID	TEMP TO REHIRE	RESOURCE TEACHER ASSISTANT	TRUMAN PRIMARY	8/8/2023
GRIMES, KYARA	TEMP TO REHIRE	RESOURCE TEACHER ASSISTANT	ALCOTT MIDDLE	8/8/2023
HARRELL, SYDNEY	TEMP TO REHIRE	RESOURCE TEACHER ASSISTANT	TRUMAN PRIMARY	8/8/2023
HAYES, JAYKOB	TEMP TO REHIRE	RESOURCE TEACHER ASSISTANT	KENNEDY ELEMENTARY	8/8/2023
KEESEE, DEREK	TEMP TO REHIRE	PRE K TEACHER ASSISTANT	MCKINLEY ELEMENTARY	8/8/2023
MARES, ISABELLA	TEMP TO REHIRE	RESOURCE TEACHER ASSISTANT	WHITTIER MIDDLE	8/8/2023
MARTIN, CHRISTY	TEMP TO REHIRE	RESOURCE TEACHER ASSISTANT	WILSON ELEMENTARY	8/8/2023
MASSEY, CADEN	TEMP TO REHIRE	RESOURCE TEACHER ASSISTANT	IRVING MIDDLE	8/8/2023
MORRISON, JEFFREY	TEMP TO REHIRE	HIGHLY QUALIFIED CLASS SIZE TEACHER ASSISTANT	KENNEDY ELEMENTARY	8/8/2023
NATAL-DIAZ, JULIE	TEMP TO REHIRE	REGISTRAR	NORMAN HIGH	7/3/2023
NICKELL, WILLIAM	TEMP TO REHIRE	RESOURCE TEACHER ASSISTANT	LONGFELLOW MIDDLE	8/8/2023
NICHOLSON, IRMA	TEMP TO REHIRE	ENGLISH LANGUAGE TEACHER ASSISTANT	NORMAN NORTH	8/8/2023
OLIVER, STEPHANIE	TEMP TO REHIRE	RESOURCE TEACHER ASSISTANT	NORMAN HIGH	8/8/2023
OSBAN, DEVIN	TEMP TO REHIRE	REGISTRAR	ALCOTT MIDDLE	7/20/2023
PEARCE, NATALIE	TEMP TO REHIRE	.5 RESOURCE TEACHER ASSISTANT	EISENHOWER ELEMENTARY	8/8/2023
PEREZ, MARGARITA	TEMP TO REHIRE	RESOURCE TEACHER ASSISTANT	JACKSON ELEMENTARY	8/8/2023
PIDCOCK, KATHREN	TEMP TO REHIRE	RESOURCE TEACHER ASSISTANT	LONGFELLOW MIDDLE	8/8/2023
POULTON, JENNIFER	TEMP TO REHIRE	RESOURCE TEACHER ASSISTANT	MADISON ELEMENTARY	8/8/2023
RIVERA, BILLY	TEMP TO REHIRE	RESOURCE TEACHER ASSISTANT	NORMAN HIGH	8/8/2023
ROSALES, AIDEN	TEMP TO REHIRE	RESOURCE TEACHER ASSISTANT	REAGAN ELEMENTARY	8/8/2023

SIPE, LISA	TEMP TO REHIRE	ATTENDANCE SECRETARY	NORMAN HIGH	7/25/2023	
SMITH, ALYSSA	TEMP TO REHIRE	PRE K TEACHER ASSISTANT	CLEVELAND ELEMENTARY	8/8/2023	
STEWART, SHANORMA	TEMP TO REHIRE	RESOURCE TEACHER ASSISTANT	MONROE ELEMENTARY	8/8/2023	
STONE, EMILY	TEMP TO REHIRE	RESOURCE TEACHER ASSISTANT	LINCOLN ELEMENTARY	8/8/2023	
VANBUSKIRK, AMBER	TEMP TO REHIRE	PRINCIPAL SECRETARY	LINCOLN ELEMENTARY	7/20/2023	
VAUGHN-HETZEL, CATHERINE	TEMP TO REHIRE	REGISTRAR .5	NORMAN HIGH	8/9/2023	
WHITE, BETH	TEMP TO REHIRE	RESOURCE TEACHER ASSISTANT	CLEVELAND ELEMENTARY	8/8/2023	
WHITSON, MELISSA	TEMP TO REHIRE	LICENSED PRACTICAL NURSE	ALCOTT MIDDLE	7/25/2023	
WIGLESWORTH, ASHLEY	TEMP TO REHIRE	RECEPTIONIST	NORMAN HIGH	7/3/2023	
NAME	**NEW/REPLACEMENT**	**ASSIGNMENT**		**EFFECTIVE DATE**	
ADAMS, DOMINIQUE	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	JACKSON ELEMENTARY	8/8/2023	
ANDERSON, TRACE	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	JACKSON ELEMENTARY	8/8/2023	
AUTRY, SHERRI	TEMP TO REGULAR	BUS DRIVER	TRANSPORTATION	8/10/2023	
BAGULEY, ANDREA	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	TRUMAN PRIMARY	8/8/2023	
BAILEY, DARON	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	LINCOLN ELEMENTARY	8/8/2023	
BARNETT, LORI	TEMP TO REGULAR	COMPUTER TECHNICIAN MANAGER	TECHNOLOGY CENTER	7/3/2023	
BARRINGER, EMILY	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	NORMAN HIGH	8/8/2023	
BARTEL, BRENTON	TEMP TO REGULAR	BUS DRIVER	TRANSPORTATION	8/10/2023	
BENINGER, AMY	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	ROOSEVELT ELEMENTARY	8/8/2023	
BIGBEE, MICHAEL	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	MADISON ELEMENTARY	8/8/2023	
BLOSE, BRENDA	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	EISENHOWER ELEMENTARY	8/8/2023	
BRADLEY, LUCRETIA	TEMP TO REGULAR	RESOURCE TEACHERS ASSISTANT	REAGAN ELEMENTARY	8/8/2023	
BRADY, KELVIN	TEMP TO REGULAR	BUS MONITOR	TRANSPORTATION	8/10/2023	
BRAME, KYLE	TEMP TO REGULAR	BUS MONITOR	TRANSPORTATION	8/10/2023	
BRAND, SHERRY	TEMP TO REGULAR	BUS MONITOR	TRANSPORTATION	8/10/2023	
BRAY, LAURA	TEMP TO REGULAR	SECRETARY	CENTRAL SERVICES	7/7/2023	
BRUNS, SUSAN	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	ROOSEVELT ELEMENTARY	8/8/2023	
CAESAR, MELANIE	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	LINCOLN ELEMENTARY	8/8/2023	
CARBAJAL, BRIANNA	TEMP TO REGULAR	BUS MONITOR	TRANSPORTATION	8/10/2023	
CARPIO, MODESTA	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	WHITTIER MIDDLE	8/8/2023	
CARTER, ELIZABETH	TEMP TO REGULAR	ATTENDANCE SECRETARY	NORMAN HIGH	8/18/2023	
CHANG, NA	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	MADISON ELEMENTARY	8/8/2023	
CHASE, MISTY	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	KENNEDY ELEMENTARY	8/8/2023	
CHER-AIME, JEFFERY	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	IRVING MIDDLE	8/8/2023	
COMBS, ANGEL	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	JEFFERSON ELEMENTARY	8/8/2023	
COOK, VALERIE	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	LINCOLN ELEMENTARY	8/8/2023	
COSTELLO, COLLEEN	TEMP TO REGULAR	SIGN LANGUAGE INTERPRETER	IRVING MIDDLE	8/8/2023	
DAVIS, MARY	TEMP TO REGULAR	PAYROLL CLERK	FINANCE DEPARTMENT	7/3/2023	
DAY, JAMIE	TEMP TO REGULAR	BENEFITS SPECIALIST	PERSONNEL DEPARTMENT	7/3/2023	
DECARLO, HEATHER	TEMP TO REGULAR	SECRETARY TO COORDINATOR OF SPECIAL SERVICES	SPECIAL SERVICES	7/3/2023	
DOBRY, NOEL	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	ROOSEVELT ELEMENTARY	8/8/2023	

DODSON, REECE	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	KENNEDY ELEMENTARY	8/8/2023	
DOWNING, JANELLE	TEMP TO REGULAR	RESOURCE/SPECIAL EDUCATION TEACHER ASSISTANT	SPECIAL SERVICES	8/8/2023	
DYE, BRITTANY	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	MONROE ELEMENTARY	8/8/2023	
ELLIS, CAROLEE	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	ADAMS ELEMENTARY	8/8/2023	
ESPINOSA, CECILIA	TEMP TO REGULAR	ATTENDANCE SECRETARY	NORMAN HIGH	7/3/2023	
FAZZIO, MARIA	TEMP TO REGULAR	LICENSED PRACTICAL NURSE	JACKSON ELEMENTARY	7/25/2023	
FLEMING, RONNIE	TEMP TO REGULAR	BUS DRIVER	TRANSPORTATION	8/10/2023	
GHOSH, MICHELLE	TEMP TO REGULAR	BEHAVIOR ANALYST	SPECIAL SERVICES	8/8/2023	
GILBERT, ELIZABETH	TEMP TO REGULAR	OCCUPATIONAL THERAPIST ASSISTANT	SPECIAL SERVICES	8/9/2023	
GILLIS, TIFFANY	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	MCKINLEY ELEMENTARY	8/8/2023	
GODWIN, MATTHEW	TEMP TO REGULAR	BUS DRIVER	TRANSPORTATION	8/10/2023	
GRIFFITH, RACHEL	TEMP TO REGULAR	PRINCIPAL SECRETARY	ROOSEVELT ELEMENTARY	7/20/2023	
HAASE, SANDRA	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	WHITTIER MIDDLE	8/8/2023	
HAINES, AMANDA	TEMP TO REGULAR	SPEECH LANGUAGE PATHOLOGIST ASSISTANT	SPECIAL SERVICES	8/9/2023	
HALL, KESEAN	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	LONGFELLOW MIDDLE	8/8/2023	
HARMONING, KARYN	TEMP TO REGULAR	AUTISM TEACHER ASSISTANT	EISENHOWER ELEMENTARY	8/8/2023	
HAWKINS, LADANA	TEMP TO REGULAR	PRE K TEACHER ASSISTANT	LINCOLN ELEMENTARY	8/8/2023	
HEBENSPERGER, MEGAN	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	MONROE ELEMENTARY	8/8/2023	
HICKMAN, DAWN	TEMP TO REGULAR	BUS MONITOR	TRANSPORTATION	8/10/2023	
IBARRA, MICKELLENE	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	ROOSEVELT ELEMENTARY	8/8/2023	
ISAAC, KENNEDY	TEMP TO REGULAR	PRINCIPAL SECRETARY	NORMAN NORTH	7/3/2023	
JOHNSON, ROSS	TEMP TO REGULAR	FIRE TECHNICIAN	CENTRAL SERVICES	7/3/2023	
JONES, CYNTHIA	TEMP TO REGULAR	CERTIFIED OCCUPATIONAL THERAPIST ASSISTANT	SPECIAL SERVICES	8/9/2023	
KEITH, KARRI	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	REAGAN ELEMENTARY	8/8/2023	
KIRLIN, KAYLA	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	REAGAN ELEMENTARY	8/8/2023	
KOBYLINSKI, AMY	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	NORMAN NORTH	8/8/2023	
KREWALL, AUBREE	TEMP TO REGULAR	PRE K TEACHER ASSISTANT	MADISON ELEMENTARY	8/8/2023	
LARSEN, STEPHANIE	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	EISENHOWER ELEMENTARY	8/8/2023	
LONGENBAUGH, CATHRYN	TEMP TO REGULAR	RECEPTIONIST	WHITTIER MIDDLE	7/20/2023	
LORRAH, JENNIFER	TEMP TO REGULAR	SECRETARY TO COUNSELING/SCIENCE	CURRICULUM CENTER	7/3/2023	
MARES, PATRICIA	TEMP TO REGULAR	SECRETARY	WILSON ELEMENTARY	7/25/2023	
MARTINEZ, MARIA	TEMP TO REGULAR	ATTENDANCE SECRETARY	NORMAN NORTH	7/25/2023	
MCAROY, SARAH	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	MADISON ELEMENTARY	8/8/2023	
MCCATHERN, STACY	TEMP TO REGULAR	FINANCIAL SECRETARY	NORMAN NORTH	7/3/2023	
MCGEE, BARBARA	TEMP TO REGULAR	LICENSED PRACTICAL NURSE	MADISON ELEMENTARY	7/25/2023	
MCWETHY, MADYSON	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	ROOSEVELT ELEMENTARY	8/8/2023	
MEISENHEIMER, SAVANNAH	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	LINCOLN ELEMENTARY	8/8/2023	
MONTAGUE, ANNA	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	REAGAN ELEMENTARY	8/8/2023	
NAUMAN, SAVANNAH	TEMP TO REGULAR	AUTISM TEACHER ASSISTANT	EISENHOWER ELEMENTARY	8/8/2023	
NEAL, CHARLES	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	MONROE ELEMENTARY	8/8/2023	
NETT, JENNIFER	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	MCKINLEY ELEMENTARY	8/8/2023	
OSBORNE, COURTNIE	TEMP TO REGULAR	ATTENDANCE SECRETARY	MADISON ELEMENTARY	7/25/2023	

PARKER, AMI	TEMP TO REGULAR	.5 GUEST TEACHER COORDINATOR	NORMAN NORTH	8/9/2023	
PETERS, KATIE	TEMP TO REGULAR	PRINCIPAL SECRETARY	TRUMAN PRIMARY	7/20/2023	
PHELAN, VALERIE	TEMP TO REGULAR	PRE K TEACHER ASSISTANT	LINCOLN ELEMENTARY	8/8/2023	
POLSKI, JASON	TEMP TO REGULAR	BUS DRIVER	TRANSPORTATION	8/10/2023	
PRICE, ALTHIEA	TEMP TO REGULAR	PRE K TEACHER ASSISTANT	ROOSEVELT ELEMENTARY	8/8/2023	
PYLE, JUSTIN	TEMP TO REGULAR	BUS DRIVER	TRANSPORTATION	8/10/2023	
REA, DIANA	TEMP TO REGULAR	REGISTRAR	WHITTIER MIDDLE	7/20/2023	
RENOVA, KATERI	TEMP TO REGULAR	SECRETARY 1	WAREHOUSE	7/3/2023	
RHOTON, NATALIYA	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	TRUMAN ELEMENTARY	8/8/2023	
RIOS, LILIANA	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	WHITTIER MIDDLE	8/8/2023	
ROBERSON, JULIE	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	TRUMAN PRIMARY	8/8/2023	
ROBERSON, LACRISA	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	NORMAN NORTH	8/8/2023	
ROLLINS, AMANDA	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	MONROE ELEMENTARY	8/8/2023	
ROMERO, LOREE	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	MCKINLEY ELEMENTARY	8/8/2023	
SCHAEFER, ALAN	TEMP TO REGULAR	BUS DRIVER	TRANSPORTATION	8/10/2023	
SCHUTTER, STEPHANIE	TEMP TO REGULAR	SECRETARY TO DIRECTOR OF FEDERAL PROGRAMS	SPECIAL SERVICES	7/3/2023	
SIMS-INCE, JACKY	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	LONGFELLOW MIDDLE	8/8/2023	
SKAGGS, HEATHER	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	TRUMAN PRIMARY	8/8/2023	
SMITH, BERTA	TEMP TO REGULAR	BUS MONITOR	TRANSPORTATION	8/10/2023	
SNELSON, KATHERINE	TEMP TO REGULAR	BUS MONITOR	TRANSPORTATION	8/10/2023	
SOLIDAY, WENDEE	TEMP TO REGULAR	DD PRE K TEACHER ASSISTANT	KENNEDY ELEMENTARY	8/8/2023	
SPOR, KYLE	TEMP TO REGULAR	BUS MONITOR	TRANSPORTATION	8/10/2023	
STEPHENS, CASEY	TEMP TO REGULAR	ATTENDANCE SECRETARY	NORMAN NORTH	7/25/2023	
STONE, KAYLA	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	KENNEDY ELEMENTARY	8/8/2023	
TODD, LONNEY	TEMP TO REGULAR	LEAD UTILITY	CENTRAL SERVICES	7/3/2023	
TURNER, DANIELLE	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	REAGAN ELEMENTARY	8/8/2023	
UDY, LISA	TEMP TO REGULAR	ATTENDANCE SECRETARY	NORMAN NORTH	7/25/2023	
VALENTINE, SALLY	TEMP TO REGULAR	BUS MONITOR	TRANSPORTATION	8/10/2023	
VANIS, JOSHUA	TEMP TO REGULAR	LOCKSMITH/GLAZIER	CENTRAL SERVICES	7/3/2023	
VEAL, MACKENZIE	TEMP TO REGULAR	DD PRE K TEACHER ASSISTANT	WILSON ELEMENTARY	8/8/2023	
WALKER, LAGINNISE	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	LONGFELLOW MIDDLE	8/8/2023	
WARREN, CONSTANCE	TEMP TO REGULAR	BUS MONITOR	TRANSPORTATION	8/10/2023	
WELLS, MEAGAN	TEMP TO REGULAR	AUTISM TEACHER ASSISTANT	LINCOLN ELEMENTARY	8/8/2023	
WEST, KYLE	TEMP TO REGULAR	ELECTRICIAN	CENTRAL SERVICES	7/3/2023	
WHITE, JESSICA	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	KENNEDY ELEMENTARY	8/8/2023	
WHYATT, JENNIFER	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	JACKSON ELEMENTARY	8/8/2023	
WILLIAMSON, ROSEMARY	TEMP TO REGULAR	SECRETARY	PROFESSIONAL DEVELOPMENT	7/3/2023	
WOLF, LEAH	TEMP TO REGULAR	TEACHING ASST HIGHLY QUAL	TRUMAN PRIMARY	8/8/2023	
WOROU, HAOBLED	TEMP TO REGULAR	PRE K TEACHER ASSISTANT	MONROE ELEMENTARY	8/8/2023	
WYKE, JEFFREY	TEMP TO REGULAR	BUS MONITOR	TRANSPORTATION	8/10/2023	
RESIGNATIONS:					

NAME		**ASSIGNMENT**	**SITE**	**EFFECTIVE DATE**
ADAN, JADE	RESIGNATION	AUTISM TEACHER ASSISTANT	TRUMAN PRIMARY	3/27/2023
BENHAM, MARY	RESIGNATION	HEALTH ASSISTANT	ADAMS ELEMENTARY	5/31/2023
BROWN, TARA	RESIGNATION	RESOURCE TEACHER ASSISTANT	ROOSEVELT ELEMENTARY	5/26/2023
COLE, BRIAN	RESIGNATION	UTILITY WORKER	CENTRAL SERVICES CENTER	3/29/2023
CROSSLAND, SHERREEA	RESIGNATION	RESOURCE TEACHER ASSISTANT	NORMAN HIGH SCHOOL	3/9/2023
DARROW, RACHEL	RESIGNATION	RESOURCE TEACHER ASSISTANT	TRUMAN ELEMENTARY	3/10/2023
DOLPH, DELANEY	RESIGNATION	RESOURCE TEACHER ASSISTANT	ROOSEVELT ELEMENTARY	5/26/2023
FORRESTER, DARCI	RESIGNATION	RESOURCE TEACHER ASSISTANT	SPECIAL SERVICES	4/21/2023
FRAZIER, DELORIS	RESIGNATION	ATTENDANCE SECRETARY	KENNEDY ELEMENTARY	6/1/2023
KELL, CECELIA	RESIGNATION	HIGHLY QUALIFIED TEACHING ASSISTANT	WHITTIER MIDDLE	5/26/2023
KING, CHRIS	RESIGNATION	BEHAVIOR INTERVENTIONIST	MONROE ELEMENTARY	3/20/2023
L'HOMMEDIEU, CAYLEIGH	RESIGNATION	ATTENDANCE SECRETARY	MONROE ELEMENTARY	6/1/2023
MOORE, MELISSA	RESIGNATION	RESOURCE TEACHER ASSISTANT	TRUMAN ELEMENTARY	5/26/2023
RILEY, KIMBERLY	RESIGNATION	RESOURCE TEACHER ASSISTANT	TRUMAN PRIMARY	3/21/2023
SMART, VICKEY	RESIGNATION	LPN	JEFFERSON ELEMENTARY	5/31/2023
SMITH, ISAAC	RESIGNATION	RESOURCE TEACHER ASSISTANT	MONROE ELEMENTARY	5/26/2023
STANCIU, JENNIFER	RESIGNATION	RESOURCE TEACHER ASSISTANT	WILSON ELEMENTARY	5/26/2023
TAYLOR, NICHOLAS	RESIGNATION	PLUMBER APPRENTICE	CENTRAL SERVICES CENTER	4/14/2023
WEISER, KATHERINE	RESIGNATION	SPEECH PATHOLOGIST ASSISTANT	SPECIAL SERVICES	5/31/2023
WOOD, AMY	RESIGNATION	PRINCIPAL SECRETARY	ALCOTT MIDDLE	6/9/2023
RETIRING				
NAME				
CHEZEM-MEEKS, RHONDA		RESOURCE TEACHER ASSISTANT	JEFFERSON ELEMENTARY	5/26/2023
COX, DEBBIE		PROJECT COORDINATOR	ADMINISTRATIVE SERVICE CENTER	8/9/2023
FIELDING, SHANE		BUS DRIVER	TRANSPORTATION CENTER	5/26/2023
GARDNER, KATHY		BUS DRIVER	TRANSPORTATION CENTER	5/26/2023
IRWIN, ANNIE		STAFF DEVELOPMENT	PROFESSIONAL DEVELOPMENT CENTER	6/30/2023
JOHNSON, VICKY		BUS DRIVER	TRANSPORTATION CENTER	5/26/2023
SHAW, ZONDRA		BUS MONITOR	TRANSPORTATION CENTER	5/26/2023
Respectfully Submitted,				
Superintendent				
*Worked Prior to Board Approval				

Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date	2/16/2023
Quote No.	270545
Acct. No.	03:no:OK:12215164
Total	$0.00
Pricing Expires	6/30/2023

NPS Administrative Services
Norman Public Schools
131 South Flood
Norman OK 73069

Payment Schedule	Contract Start	Contract End
Imagine Learning will invoice at $100 per license based on usage. Payment terms are net 30 days.	6/1/2023	6/30/2023

Qty	Description	Comment	End Date	Per Unit	Amount
Norman Public Schools District I-29					
0	Odysseyware K-12 Comprehensive Concurrent User	June Summer School session	06/30/2023	$100.00	$0.00

Subtotal	$0.00
Total	$0.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at https://www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Kate Baxter
Account Executive
480-772-9717
kate.baxter@imaginelearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date	2/20/2023
Quote No.	281336
Acct. No.	03:no:OK:12215164
Total	$0.00
Pricing Expires	7/31/2023

NPS Administrative Services
Norman Public Schools District I-29
131 South Flood
Norman OK 73069

Payment Schedule	Contract Start	Contract End
Imagine Learning will invoice at $100 per license based on usage. Payment terms are net 30 days.	7/1/2023	7/31/2023

Qty	Description	Comment	End Date	Per Unit	Amount
Norman Public Schools District I-29					
0	Odysseyware K-12 Comprehensive All Content Concurrent User (Elem, MS and HS content for math, ELA, science, social studies, electives, world languages, Test Prep; excludes eDynamic Learning and Purpose Prep)	July Summer School session	07/31/2023	$100.00	$0.00

Subtotal	$0.00
Total	$0.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

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Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Kate Baxter
Account Executive
480-772-9717
kate.baxter@imaginelearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

Memorandum of Understanding (MOU) Private Applied Behavior Analysis (ABA) therapy for Students in the School Setting

This Memorandum of Understanding (MOU) is entered into on the 20th day of March, 2023 by and between Independent School District I-29, Norman Public Schools or Cleveland County, Oklahoma, hereinafter referred to as "District," and JD McCarty Center (JDMC), an Oklahoma corporation.

WHEREAS, the District and JDMC desires to enter into a Memorandum of Understanding advantageous to both parties.

WHEREAS, JDMC desires to provide the mental health and school social work services under the terms and conditions of this MOU.

NOW, THEREFORE, the parties agree as follows:

1. With respect to the students receiving private Applied Behavioral Analysis (ABA) services in the school setting, JDMC shall provide an employee to deliver ABA services. The JDMC employee shall be a registered behavior technician (RBT) or Board Certified Behavior Analyst (BCBA).

2. In the event that a JDMC employee providing services under this MOU is not providing services in accordance with the stated direction provided by the Director of Guidance and Counseling, the designated JDMC administrative representative will be contacted. In the event that said issues are not resolved, JDMC will, upon written request by the District, remove said personnel immediately from the program.

3. All wages, taxes, benefits and other employment-related expenses and duties associated with the JDMC Employees are the sole responsibility of JDMC.

4. The District agrees to provide adequate space determined by the site principal or designee. Schedules for the students receiving services will be set accordingly to have the least impact on the student's instructional day.

5. JDMC will maintain all records, logs and documentation, including progress notes, prepared by the JDMC Employees concerning students in the Program in compliance with the Family Educational Rights and Privacy Act.

6. JDMC shall act as the Medicaid Provider for all services provided under this MOU and will promptly bill Medicaid for all services provided to District students who are Medicaid eligible pursuant to the fee schedule set forth in federal and state law. JDMC will comply with the requirements of state and federal law and regulations in seeking Medicaid reimbursement for these services. JDMC is solely responsible for the proper billing of Medicaid-covered services under this MOU. Further, if JDMC employs a staff member under this contract who is

ineligible to bill Medicaid, JDMC shall bear the full cost of such person's services when provided to any Medicaid eligible student.

7. The J.D. McCarty Center as an Agency of the State of Oklahoma has applicable Professional Liability ("PL") and Directors and Officers Liability as outlined in the Governmental Tort Claims Act (51 O.S. §151, et seq)." See attached OMES proof of liability coverage letter.

8. Further, JDMC affirms that its employees and any subcontractor who will be on District property and acting on behalf of JDMC in performance of this Agreement are covered by Workers Compensation Insurance and shall in no event be entitled to any such coverage from the District.

9. The JDMC Employees will operate in accordance with applicable federal and state laws and regulations and District policies, rules, regulations and guidance applicable to the Program.

10. The District and JDMC agree that student safety is a top priority. In an effort to protect student safety, JDMC agrees that it will not hire any individual, whether as an officer, agent, employee, or contractor, who has been convicted of a felony or who has been convicted of any crime involving moral turpitude. JDMC also declares that none of its employees working on school premises is currently registered or required to register under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Crime Offenders Registration Act.

11. JDMC shall submit written proof to the District's Department of Guidance and Counseling that all applicable. JDMC employees have passed background checks and a drug screening prior to their entering the building of the school to provide services pursuant to this MOU.

12. All JDMC employees must have in their possession, at all times, a current photo ID which identifies them as a staff member of JDMC.

Either JDMC or the District may choose to discontinue services during the term of this MOU for any reason with thirty (30) calendar days' written notice to the other party.

IN WITNESS WHEREOF, the District and JDMC have executed this MOU on the day and year first above written.

Independent School District I-29 of
Cleveland County, Oklahoma

Gayla Mears
Director of Special Services
Norman Public Schools

Date

Director
J.D. McCARTY CENTER
Name of Agency
2002 E. ROBINSON ST
Street Address
NORMAN, OK 73071
City, State, Zip Code
3/20/2023
Date

Cindy Nashert
NPS School Board President
Norman Public Schools

Date

Dan Ross
Administrator
Capital Assets Management

OMES
OFFICE OF MANAGEMENT & ENTERPRISE SERVICES

John Budd
Acting Director

Date: 22 January 2019

RE: Verification of Liability Coverage Continues Until Notified

Verification of Liability Insurance:

This is to confirm that all State of Oklahoma agencies, colleges, and universities and their employees are provided with liability coverage through a self-insurance pool administered by the Office of Management and Enterprise Services' (OMES) Risk Management Department under authority of 74 O.S. § 85.58A. Coverage under this program corresponds with the Oklahoma Governmental Tort Claims Act (GTCA)—51 O.S. § 151, et seq.

The State of Oklahoma enjoys sovereign immunity and waives its immunity only to the extent specified in the GTCA or any other statute if such statute legally raises the limits of liability above those stated in the GTCA.

Coverage under the OMES Risk Management Program is perpetual until otherwise notified. If you have questions or concerns related to the State's liability coverage, contact the Risk Management Department.

Gene B. Lidyard
Director, Risk Management Department
Office of Management and Enterprise Services

Dear Contractor,

In the past, we have delivered paper contracts and support documents to be physically signed. This year we are converting to an "eSign" system for this purpose. As a result, you are receiving this email with a new contract or contract renewal and support documents attached. **You'll need to complete all the required fields and "eSign" where designated on the support documents and the contract or contract renewal. Once you've completed the required steps, all of the documents will automatically be electronically returned to us for our signatures.** All documents will be tracked electronically from that point.

If no changes to the contract or contract renewal are necessary, please proceed as follows:

- complete all support documents and eSign;
- review the entire contract or contract renewal and find the indicated signature block for your eSignature;
- If this email has been sent to someone other than the proper signatory, you may click the hyperlink that allows you to have someone else sign.

If changes to the contract or contract renewal are necessary, please proceed as follows:

- download and print copies of the contract or contract renewal and supporting documents;
- mark through the language to be changed (Do not use whiteout or erase in any manner.)
- each change must be initialed by the same individual that signs the contract or contract renewal;
- email the signed and dated contract or contract renewal w/initialed changes and the completed and signed supporting documents to blewis@okdrs.gov.

We must receive all the required completed and signed documents before we can complete processing of your contract. Please complete and submit them as soon as possible.

If you have any questions, please contact Nichole Lewis at the Oklahoma Department of Rehabilitation Services (email: blewis@okdrs.gov; phone: 405-401-8726).

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

This agreement, consisting of seventeen (17) pages (the "Contract"), is hereby made between the Oklahoma Department of Rehabilitation Services ("DRS") and

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

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

RECITALS

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

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

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

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

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

NOW THEREFORE, the parties agree as follows:

I. Contract Period

The Contract is effective from the latest date of signature of both parties or July 1, 2023, whichever is the latter, through June 30, 2024. The Contract may be renewed for two additional one-year periods upon written agreement of DRS and the Contractor.

II. Contract Services

A. Contractor's Obligations

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

1. Employment Training Services

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

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

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

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

The program staff shall complete all of the host business requirements prior to beginning their first day of work at the host business. This may include at a minimum a background check, drug screening, and immunizations. The program staff shall report for duty no later than the first day of school in which interns begin participation and must stay through the last day of school. The daily work schedule of each work skills trainer must allow time for communication with the

instructor at the beginning and/or end of the work day. Upon completion of these staff team meetings, the instructor will provide to the Statewide Project SEARCH™ Coordinator a concise written weekly summary of the agenda items discussed, challenges, needs, and plans of action. This may be a simple e-mail or an attachment to an e-mail. Program staff will take direction from the onsite instructor and work collaboratively with the DRS counselor and host business liaison. The site instructor may assist the work skills trainers in supporting interns on their rotations. However, work skills trainer responsibilities will not be an ongoing daily job duty of the instructor. Replacement work skills trainers and instructors must complete the same requirements prior to serving at the host business. The Contractor must plan ahead and identify their replacement staff. Should one or more work skills trainers be absent for a period of time (51% of the day), the Contractor will ensure replacement staff are available at the host business site or with the interns in the community to fulfill the work skills trainer duties. If, at any time, the number of work skills training staff will be dropping below what is required as outlined above, it is the responsibility of the Contractor to take the following actions:

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

The main roles of the work skills trainers are:

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

- , with the leadership of the instructor, assist students in learning to use public transportation options available.
- , with the leadership of the instructor, collaborate with partners (especially DRS counselors) and outside resources to identify the possible need for any long-term support needed to retain employment. and
- , with the leadership of the instructor, help those students eligible for and requiring community integrated employment (CIE) support to complete the application.

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

2. Employment Training Service Descriptions

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

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

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

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

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

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

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

employer, and identification and negotiation of necessary job accommodations with the employer. The program staff will work closely with the DRS counselor when making employer contacts. Before an individual accepts a position of employment, written notification of approval must be submitted by the DRS counselor. It is the responsibility of the work skills trainer/instructor team to ensure that communication takes place and approval is obtained.

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

3. Performance Responsibilities

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

a. Rate

In consideration of the satisfactory performance of said services, the DRS shall pay the Contractor the amount of $750.00 per month for full day (at least 6 hours per day) training periods per individual client who is at least a high school senior between the ages of 17 and 24. In extenuating circumstances, if at any time, the work skills trainer is not present for the full 6 hours a day, the Contractor must adjust its billing for that month and justify why a replacement coach was not provided. The Contractor will be reimbursed at the full amount for clients who participate in trainings for at least 60% of school days in each month. A school day is defined as a day in which school is in session and students are expected to be in attendance. Snow days do not count as school days. Anything less than 60% must be prorated accordingly. If an individual does not participate in training during any given month, payment will not be made for that month. The Contractor will utilize the attendance/time sheet provided by the DRS (or may develop one that better suits the needs of the program).

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

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

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

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

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

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

b. Referral

The Contractor shall provide employment training to students who are:

- high school seniors, 13th year students in high school or career and technology education centers, or 14th year students attending a career and technology education center;
- active DRS vocational rehabilitation (VR) or DRS Services for the Blind and Visually Impaired (SBVI) clients with a trial work plan or an individualized plan for employment (IPE) in place or potentially eligible students with disabilities. Potentially eligible students with disabilities shall be provided pre-employment transition services pursuant to O.A.C. 612:10-7-242(a)(4).; and
- referred by the DRS and pre-authorized in writing by the DRS counselor.

c. Staff Qualifications

The Contractor shall maintain high expectations and standards for potential program staff. Program staff should be knowledgeable about working with individuals with disabilities to train for and obtain employment. The Contractor shall include the Project SEARCH™ statewide coordinator on all interview committees for hiring program staff and potential replacements. The Contractor also agrees that program staff hired for the Project SEARCH™ program will complete the work skills trainer/employment consultant training provided by the National Center for Disability Education and Training (NCDET) at the University of Oklahoma (OU), through a contract with DRS at no cost to the Contractor. The minimum salary (plus fringe benefits) paid to a program staff person providing services under this contract for Project SEARCH™ shall be $20,000 for 10 months, or adjusted accordingly for 9 months, or a minimum of $12.50 per hour, regardless of whether the work skills trainer is a 9, 10, or 12 month employee. The hourly rate shall not drop below $12.50 per hour. Fringe benefits shall be in addition to the salary of $20,000. The Contractor must designate each program staff person as devoting full job duties to Project SEARCH™ during the school day and provide to the DRS transition coordinator evidence of the salary of each program staff person working under this contract at the start of the contract year. This could include a copy of the signed employee contract documenting their agreed upon salary or other document that verifies salary meets minimum contract requirements.

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

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

d. Progress Assessment and Reporting

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

The Contractor shall maintain all appropriate training standards and provide monthly attendance records as well as end-of-rotation progress reports for each authorized individual. These reports will be processed through the assigned DRS counselor. Final

reporting and recommendation regarding independent competitive employment abilities or obstacles will be completed by the Contractor on each individual at the conclusion of the Project SEARCH™ program. This final report shall include each DRS client's plans for future employment. Instructor and work skills trainer(s) must provide to the DRS counselor and identified community rehabilitation provider (CRP) at the completion of the program the quarterly employment progress meeting form, follow-along tool, and job development activity log.

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

4. Job Placement Services

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

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

Required Documentation:

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

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

- Milestone Achievement form (invoice/coversheet);
- Placement (PL) form;
- PL Job Analysis form;
- PL Job Accommodations form, if applicable;
- Termination/Re-Placement Report, if needed.

EM Milestone: Successful Employment

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

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

Required Documentation:

- Milestone Achievement form (invoice/coversheet);
- Work Verification/Employer Evaluation Form signed by employer;
- JP EM Milestone Report;
- Job Accommodations form with implementation results, if applicable;
- Record of Hours Worked (copy of the students' pay stub OR wage and earning statement);
- Employee Satisfaction Survey;
- Termination/Re-Placement Report, if needed.

5. Milestone Rates

Each milestone will be pre-authorized by the DRS counselor and will be paid only once per case. Payment of a milestone will constitute payment in full for all services delivered during that phase of the program, with the exception of mileage reimbursement, if appropriate.

A maximum of **$2,275.00** will be paid per individual in the following increments:

PL Milestone: Job Placement $775.00*

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

EM Milestone: Successful Employment $1,500.00

Average Cost Per Closure

The Contractor maintains an average cost per closure of $2,275.00. The average cost per closure will be determined by totaling all PL through EM milestone payments and dividing by the number of closures.

B. DRS's Obligations

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

2. All contract services for a participating student shall be pre-authorized in writing by the DRS counselor. Written pre-authorization for a student that is a DRS vocational rehabilitation

(VR) or Services for the Blind and Visually Impaired (SBVI) client with a trial work plan or an individualized plan for employment (IPE) in place shall be in the form of an Authorization for Purchase that the DRS counselor provides to the Contractor. Written pre-authorization for a potentially eligible student with a disability shall be in the form of a written/emailed approval that the DRS counselor provides to the Contractor.

3. The DRS shall conduct ongoing evaluation of the Contractor's program. This may or may not include an onsite visit.

4. The DRS shall provide technical assistance to the Contractor.

5. The DRS counselors shall ensure that the Contractor is submitting accurate monthly time sheets and progress reports, including documentation of transition services or pre-employment transition services (as completed).

6. The DRS shall process payment in a timely manner.

7. The DRS counselors shall attend and actively participate in regular employment progress meetings.

8. The DRS counselors shall attend and actively participate in regular partners' meetings.

9. The DRS counselors shall ensure that all required documents and/or authorizations are completed in advance for any additional support services that shall be provided upon completion of the program and outside of this contract.

III. Compensation

A. Contract Amount

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

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

B. Payment

The State of Oklahoma has forty-five (45) days from receipt of a proper invoice documenting the provision of services and/or receipt of a proper claim for reimbursement of travel expenses pursuant to the contract for services to make payment to the Contractor. Invoices/claims, progress reports, and monthly time sheets 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.

C. Lapse of Invoices/Claims

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

IV. Standard Terms

A. Equal Opportunity/Non-Discrimination

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

B. Lobbying Activities

The Contractor certifies the following:

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

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

C. Debarment And Suspension

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

the Contractor shall promptly provide written notice to the Oklahoma state purchasing director if the certification becomes erroneous due to changed circumstances.

D. Drug-Free Workplace

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

E. Modification

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

F. Cancellation

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

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

G. Access To And Retention Of Records

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

The Contractor is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of the Contract, unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved or until the end of the seven-year retention period, whichever is later.

H. Subcontracting

The services to be performed under the Contract shall not be subcontracted, in whole or in part, to any other person or entity without written approval by the DRS. The terms of the Contract, and

such additional terms as the DRS may require, shall be included in any subcontract. Approval of the subcontract shall not relieve the Contractor of any responsibility for performing the Contract.

I. Compliance With State And Federal Laws

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

J. Travel

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

K. 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 nor, if applicable, any member of its board or officers are former DRS employees who were employed by the DRS during the prior twelve (12) months. Pursuant to 74 O.S. § 85.42(B), the Contractor also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the Contractor to fulfill any of the services provided for under said contract. This term shall not apply when the Contractor is a State of Oklahoma governmental entity.

S. Legal Employment Status Verification System

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

T. Contract Jurisdiction

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

U. Severability

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

V. TikTok Ban

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

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

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

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

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

Y. Force Majeure

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

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

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

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

Z. Termination For Funding Insufficiency

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

Contract that are not terminated. The determination by the DRS of insufficient funding shall be accepted by and shall be final and binding on the Contractor.

V. Signatures

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

Oklahoma Department of Rehabilitation Services	Contractor
_____	_____
Signature Date	Signature Date
Kathy Lowry, CPO	_____
Print Name	Print Name
Manager/Compliance Officer	_____
Title	Title
	_____
	Contact Person Telephone
	_____
	Contractor's Email Address

To: School Work Study (SWS) Schools (The contact person for your school)

It is time for all the school districts that have a Transition School-to-Work: School Work Study contract to sign a new contract for fiscal year 2024 (July 1, 2023 – June 30, 2024).

You are receiving this email with a new contract and the Vendor Information Form attached. **You will need to complete the "eSign", which will automatically send them back to us for our signatures.** The forms will be tracked electronically from that point.

Please complete the entire eSign. Then please review the **entire contract** and find the indicated signature block for your eSignature. Follow the instructions.

Optional: If this email has been sent to someone other than the proper signatory, you may click the hyperlink that allows you to have someone else sign, or you may download a copy of the vendor form and contract then sign and email it back in its entirety to klowry@okdrs.gov.

We must receive the completed contract and Vendor Information Form before we can process your contract. Please submit as soon as possible so there are no delays in the processing of your contract.

Remember, the "EIN number" is your Federal ID Number.

Services beginning July 1, 2023 or after may not be provided until the Award of Contract has been issued.

If you have questions about signing the contract, please communicate with Jim Kettler and cc: Chris Compton at the Oklahoma Department of Rehabilitation Services. Their email addresses are jkettler@okdrs.gov at (405) 523-4812 and ccompton@okdrs.gov at (405) 605-9651. For SWS contract content and service questions, contact Renee Sansom Briscoe at rsansom@okdrs.gov or (405) 951-3488.

If there are planned personnel changes that affect this contract, please also provide the new information to Jim, Chris, and Renee at the above email addresses.

Thank you for your help in this matter.

OKLAHOMA Rehabilitation Services

OKLAHOMA Education

The Workforce Innovation and Opportunity Act (WIOA) requires the Department of Rehabilitation Services (DRS) to collect and report Measurable Skill Gains for Youth.

In order to document these Measurable Gains, Vocational Rehabilitation Counselors need to obtain copies of students' secondary transcripts with parent or student consent if student is 18.

The Oklahoma State Department of Education Special Education Services (OSDE-SES) and the Oklahoma Department of Rehabilitation Services (ODRS) are requesting that LEAs collaborate with their local VR counselors to establish procedures to assist VR Counselors with obtaining students' secondary transcripts and/or report cards in order for them to meet compliance under the WIOA.

Here are some examples of effective procedures that VR Counselors have shared:

1. The VR Counselor obtains DRS signed releases from parents (see example) and provides the school with copies of them. Then the VR Counselor gets the students' transcripts from the counselor's office or special education teacher.
2. The VR Counselor obtains DRS signed releases from parents and provides the school with copies of them. The special education teacher sends students' transcripts to the VR Counselor at the end of each semester with the Student Work Student (SWS) time sheets.
3. The VR Counselor sends out the following letter to students each semester and encloses a self-addressed stamped envelope:

   Dear [Client},

   The first (second) semester of this school year is almost over and I hope it has been a good semester for you! I am required to document in your vocational rehabilitation file the close of this semester. To do so, I need you to provide me with this semester's grades. Please return either a high school transcript for (insert the fall or spring semester and the year) or report card in the self-addressed stamped envelope that I've enclosed with this letter or email me at (insert counselor's email address). Please call me if you have any questions at all! Thank you so much!!!

Thanks for your support as we work to improve outcomes for students with disabilities.

Renee Sansom Briscoe
Transition Coordinator
405-212-7789
rsansom@okdrs.gov

Lori Chesnut
Program Specialist
405-521-4802
lori.chesnut@sde.ok.gov

STATE OF OKLAHOMA
DEPARTMENT OF REHABILITATION SERVICES
TRANSITION SCHOOL-TO-WORK: WORK STUDY

This agreement, consisting of sixteen (16) pages (the "Contract"), is hereby made between the Oklahoma Department of Rehabilitation Services ("DRS") and

Norman Public Schools
131 S. Flood
Norman OK 73069-5463

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

WHEREAS, the Oklahoma Department of Rehabilitation Services is authorized by rules promulgated by the Oklahoma Commission for Rehabilitation Services at Subchapter 7 of Chapter 10 of Title 612 of the Oklahoma Administrative Code to implement the Transition from School-to- Work Program; and

WHEREAS, in the School-to-Work program, there are many services needed. Some of these services are provided by the school under the individualized education plan (IEP) and some are provided by the Oklahoma Department of Rehabilitation Services under the individualized plan for employment (IPE). Other services may be provided by the parents, Career Tech, and others. A major component of the Transition School-to-Work program is work-readiness training and work experience. The work experience can be provided through Work Adjustment Training or the three types of Work Study Programs.

NOW THEREFORE, the parties agree as follows:

I. Contract Period

The Contract is effective from the latest date of signature of both parties or July 1, 2023, whichever is the latter, through June 30, 2024. The Contract may be renewed for two additional one-year periods upon written agreement of the DRS and the Contractor.

II. Contract Services

Students eligible to participate in Work Study (School Work Study, Worksite Learning, Employer Work Study) include those:

- with documented disabilities (includes 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;
- with an approved DRS case;
- with an individualized plan for employment (IPE) in place;
- with School Work Study (SWS) as a line of service on the IPE;
- who are at least 16 years of age; and
- who are attending high school.

All students participating in Work Study shall be DRS clients.

Students participating in Work Study may do so for **no more than 24 cumulative months**, as pre-authorized in the form of Authorization(s) for Purchase(s) provided by the DRS counselors prior to the students starting work. In order for the School to be reimbursed for wages paid to a student participating in School Work Study and/or Worksite Learning, the School must have received pre-authorization in the form of an Authorization for Purchase from the DRS counselor prior to the student starting work.

The months do not need to be consecutive. Based on individual needs and barriers due to disability, there may be exceptions where the student requires more time to make additional progress. In that instance, the DRS counselor may authorize additional time. Summer months spent in Work Study count in the 24 cumulative months. Transportation, scheduling, administrative or family convenience, or family/individual income needs are not acceptable reasons to extend Work Study beyond 24 cumulative months.

Participating students may work **no more than 15 cumulative hours per week during the school year** (i.e., during the day, evenings, weekends, or holidays). In each of the cases described above, the students **must** be given school credit for their participation during the school day, and the School staff and the DRS counselor will provide important guidance and instructional help around the work experience. If the student works after school hours, in the evening or on weekends, the School may also choose to give the student school credit and is encouraged to do so to support earning elective credits. The School will provide staff to work with the DRS counselor in the area of transition. The School will have at least one person designated to serve as the "teacher/transition coordinator". Paraprofessionals could serve as

transition coordinator or could also be assigned to help with the process and documentation. The School agrees to provide designated staff time for performing the needed duties related to transition. The School 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.

Students wishing to continue working through the summer as part of Transition School-To-Work: Work Study may do so if the School's current contract, which expires June 30, is renewed for the following fiscal year that begins July 1st.

During the school year - The maximum number of hours worked per student that is reimbursable by the DRS **cannot** exceed 15 cumulative hours per week during the school year. The DRS will reimburse 100% of the wages paid by the School for a maximum 15 cumulative hours per week

During the summer months - The maximum number of hours worked may exceed 15 cumulative hours and no more than 20 per week for summer work only when pre-approved by the DRS counselor. The DRS will reimburse 100% of the wages paid by the School for a maximum 20 cumulative hours per week. Students may work a maximum 20 cumulative hours per week beginning with the first day of summer break. However, upon the first day back to school, the students must go back to working no more than a maximum 15 cumulative hours per week. All Child Labor Laws apply and must be adhered to.

https://www.dol.gov/general/topic/youthlabor

The School is required to continue supervising, monitoring, and reporting on students working in the School or in the community during the summer.

Paid work positions must reflect **real work/jobs** and include tasks that would normally be a function of that position. The students must be learning skills that will transfer to competitive, integrated employment in the community. Classroom instructional time does not count as work. The School must ensure that students have access to a wide variety of work/job types and must also ensure the School has enough work to cover the number of students intended to participate in the program. Examples of work/jobs within the School include, but are not limited to, the following:

- office assistant/mail clerk - deliver mail/messages, stamping, sealing, organizing, cleaning, stocking, inventory, ordering, shredding, answering phones, making ID badges, laminating, taking messages, greeting visitors;
- transportation assistant - cleaning buses inside and out, light vehicle maintenance, checking fluids, tire pressure, assisting with trip tickets, cleaning bus barn;
- teacher's aide - reading to groups/individuals, cleaning, organizing, light grading, bulletin boards, listening to students read, engage students in activities, shredding, making copies;

- custodial -operating electric floor cleaning machines, simple maintenance, taking out trash, cleaning classrooms, sanitizing, dusting lockers and trophy cases, cleaning windows, restocking bathrooms, vacuuming rugs;
- manager of sports team - scorekeeping, ordering, inventory, hauling/moving equipment, washing towels, preparing water jugs and equipment for practices and games;
- information tech assistant - use compressed air to clean computers and keyboards, replacing batteries, mice, and keyboards, cleaning monitors, deliveries to students and/or teachers, organizing order tickets;
- clerk in school store or coffee/snack cart - greeting, stocking, inventory, organizing, ordering, taking orders, filling orders, taking money and making change, cleaning, making displays;
- cafeteria assistant - wiping down tables, taking out trash, loading dishes, preparing food and utensils, stocking, serving, organizing;
- library aide - greeting, accepting books, checking books out, shelving books, research, cleaning, organizing, doing displays, answering phones; and
- landscaping/maintenance - mowing, weed eating, edging, pulling weeds, cleaning up flower beds, planting flower beds, selecting flowers/plants, planting in flower beds, trimming trees/shrubs, raking and bagging leaves, picking up trash from parking lot or around school grounds, light repairs on school properties, such as replacing light bulbs, painting, exterminating pests, etc.

The same guidelines should be adhered to when selecting community placements for paid work experiences.

Unless approved by the DRS counselor in special circumstances, the final 9 months of the student's Work Study (School Work Study, Worksite Learning, Employer Work Study) must be in the community with an employer other than the School or school district.

Students may not work in their family-owned business unless approved by the DRS counselor. This includes farms and other businesses.

Students who are completing high school at the end of the school year and who are participating in services through the Contract must cease work upon their last day of school/graduation. They may not continue to work through School Work Study and/or Worksite Learning beyond their last day of high school.

A. Work Study Program

There are two types of Work Study through DRS:

1. School Work Study (SWS) allows students with disabilities to **work on the School campus.** The students are supervised or closely monitored by School personnel and the School pays the students a wage, with the **DRS making reimbursement to the School** for that payment. The **School maintains liability** for the students while working on campus.

2. Worksite Learning allows students with disabilities to **work in the community.** The students are supervised or closely monitored by School personnel and the School pays the students a wage, with the **DRS making reimbursement to the School** for that payment. The **School maintains liability** for the students while working off campus.

B. Other Work Opportunities

This is not a Work Study through DRS:

1. Employer Work Study allows students with disabilities employment experience in **part-time jobs in the community,** with the employers paying the wages/salary(ies). In this instance, the students are employees of the community employers, **employers maintain liability**, and **the DRS does not reimburse the employers for the wages/salary(ies).**

C. Contractor's/School's Obligations

The Contractor's/School's designated teacher/transition coordinator shall:

1. be knowledgeable about the contents and requirements of the Contract;
2. obtain written pre-authorizations from the DRS counselors **before** initiating services for students (i.e., not starting a student to work before DRS has approved in writing);
3. serve as a member of the IEP team and make decisions for job placement as a team;
4. provide information regarding the program to School personnel, students, and parents;
5. provide job readiness instruction and assistance to the students in the program prior to starting their jobs (e.g., helping them prepare for interviewing for the potential position) through transition services or 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; and
    e. self-advocacy, including peer mentoring.
6. support students' job placement efforts, including tracking and regular follow up with students on their progress;
7. collaborate with the DRS counselor to keep track of all students who are taking

part in the program, their place of employment, job title, and the skills they are learning or practicing, at least once per semester or whenever new students join or job duties change;
8. assist with the coordination of the individualized education program (IEP) and the individualized plan for employment (IPE) to reflect the SWS 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;
10. provide such documentation to the DRS counselor at the end of each semester;
11. submit (at the same time and by the 15th of the following month or whenever payroll is run by the School for their payment cycle) monthly invoices/pay stubs, time sheets, progress reports, and proof of payment to students for reimbursement of the wages paid for students participating in School Work Study and/or Worksite Learning; and
12. ensure the electronic copy of the contract is routed to the appropriate person for signature and returned electronically to the DRS.

If claiming mileage reimbursement for the School's teacher/transition coordinator's travel to and from the job sites of participating Work Study students, the School shall submit monthly itineraries and travel claims that have been signed and verified by the School's designated signer.

D. DRS's Obligations

The DRS counselor shall:

1. provide pre-authorization in the form of an Authorization for Purchase to the School's teacher/transition coordinator prior to the School initiating services for each student participating in School Work Study and/or Worksite Learning;
2. provide a written/emailed approval to the School's teacher/transition coordinator prior to the initiation of a student's participation in Employer Work Study;
3. accept referrals, process applications, and help to organize the individualized education program (IEP) and the individualized plan for employment (IPE);
4. provide input on the IEP's employment goals, serve as a member of the IEP team, and make decisions for job placement as a team;
5. arrange work schedules to allow for meetings with School staff, the student in the program, parents, employers, and other people involved in the process;
6. organize and provide necessary services, such as, but not limited to vocational assessment & counseling and guidance;
7. provide the School's teacher/transition coordinator with updated information as it becomes available, upon request;
8. support students' job placement efforts, including tracking and regular follow up with students on their progress;
9. collaborate with the School's teacher/transition coordinator to keep track of all students who are taking part in the program, their place of employment, job title,

and the skills they are learning or practicing, at least once per semester or whenever new students join or job duties change;
10. monitor students progress at job sites;
11. ensure that the School or school district is submitting monthly timesheets, progress reports, proof of payments to students, and documentation of transition services or pre-employment transition services (as completed) on a regular basis;
12. provide reimbursement to the School for wages paid to students participating in School Work Study and/or Work Site Learning;
13. provide mileage reimbursement at the state rate for the School's teacher/transition coordinator's travel to and from job sites of students participating in School Work Study and/or Worksite Learning; and
14. provide support in assisting students graduating into Employer Work Study.

E. Student Wage

1. The DRS and the School agree that students who are employed by the School as part of a training program are not independent contractors, but employees of the School. **The** School **agrees to deduct state and federal income tax from wages paid to the student**. The School is responsible for costs incurred for workers' compensation or other expenses not included in the minimum wage reimbursed by the DRS, as part of its contribution toward providing coordinated transition services outlined in the Individuals with Disabilities Education Act (IDEA) and the Workforce Innovation and Opportunity Act (WIOA).

2. The DRS and the School further agree that **IRS regulations provide that services performed by a student who is employed by the School in which the student is enrolled are not considered "employment" for purposes of FICA (Federal Insurance Contribution Act—Social Security and Medicare) and FUTA (Federal Unemployment Tax Act—employment tax)** payroll deductions. 26 C.F.R. § 31.3121(b)(10)-2(a)(1) and § 31.3306(c)(10)-2(b). The rules provide that the services performed by the student must be incident to and for the purposes of pursuing a course of study at the School. Section 31.3121(b)(10)-2(c). **The DRS and the** School **agree that students who are employed by the School as part of a training program are not subject to FICA or FUTA**. The employee/student must be enrolled and regularly attending classes at the School where they are employed to have the status of a student within the meaning of the regulations. This exemption does not apply if the student is working for a private employer through Employer Work Study, rather than the School, as part of an internship program. *The student must be employed by the School in order for the exception to apply.* The Oklahoma Employment Security Act provides that employment as part of a work-training program is exempt from the definition of "employment" and, therefore, not subject to the Act and, therefore, should not be documented as wages paid in quarterly submissions to the OESC. 40 O.S. §1-210 (15)(I). **At the end of the calendar year, students are to be provided a W-2 (Wage and Tax Statement), and <u>not</u> a 1099-Misc Form for Independent Contractors.**

3. In order for the School to be reimbursed for wages paid to a student participating in School Work Study and/or Worksite Learning, the School must have received pre-authorization in

the form of an Authorization for Purchase from the DRS counselor prior to the student starting work.

III. Compensation

A. Contract Amount

The DRS shall reimburse the Contractor as follows:

- school months –the current federal minimum wage. EXEMPT from FICA and FUTA, thus should not be taken out of the student's check.
- summer months –the current federal minimum wage, plus FICA and FUTA, as summer months are NOT exempt due to the student not being enrolled at least half-time in school.

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

The **DRS will cancel the Contract if procedures are not followed** (e.g., putting students to work before authorized, inappropriate job placements, delayed billing, not submitting proper documentation as outlined in the contract). If a settlement/ratification agreement .
must be reached between the Contractor and the DRS, the Contractor will receive only 50% of the funds for which it is seeking reimbursement.

The Oklahoma State Constitution, Article 10, Section 23 states, "Balanced Budget - Procedures. The state shall never create or authorize the creation of any debt or obligation, or fund or pay any deficit, against the state, or any department, institution, or agency thereof, regardless of its form or the source of money from which it is to be paid, except as may be provided in this section and in Sections 24 and 25 of Article X of the Constitution of the State of Oklahoma."

An express or written contract is a document evidencing, among other things, the mutual consent of the contracting parties. The written document becomes effective when the parties have signified their mutual consent by the act of signing it. The act of signing occurs when it occurs and applies only to events in the future.

To ensure you stay within the law and that you receive full compensation for services provided, please wait for official written documentation from your DRS counselors as to when a service may actually begin for an approved DRS client. The DRS CAN NOT backdate in order to pay for services for any youth with disabilities.

According to 70 O.S. § 5-142 school districts must conduct national criminal record background searches and fingerprinting on prospective employees. Therefore, the DRS will reimburse the school district up to $45.00 per DRS client who:

* is going to participate in School Work Study and/or Worksite Learning.
* is at least 18 years of age. and
* has not previously had a criminal background check completed by the school district or any other school district in Oklahoma.

This reimbursement will occur upon request and submission of properly completed documentation to the DRS counselor. If the Contractor chooses to request the expedited background check ($58.00) from the Oklahoma State Department of Education, the Contractor will be responsible for any additional fees beyond the $45.00.

B. Payment

The State of Oklahoma has forty-five (45) days from receipt of properly completed and approved invoices/pay stubs, timesheets and progress reports documenting the provision of services and/or receipt of proper claims for reimbursement of travel expenses pursuant to the contract for services to make payment to the Contractor. Invoices/pay stubs, timesheets, progress reports, and claims shall be sent to the DRS counselor who authorized services for each DRS client. **DRS cannot reimburse wages for School Work Study and/or Worksite Learning hours that were not pre-authorized in the form of an Authorization for Purchase provided by the DRS counselor prior to the student starting work.** 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.

C. Lapse Of Invoices/Claims

Properly completed and approved invoices/pay stubs, timesheets, and progress reports 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. Such certification is a material representation of fact upon which reliance is being placed when entering into the Contract. A determination that the Contractor knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for the Contractor's default. Additionally, the Contractor shall promptly provide written notice to the Oklahoma state purchasing director if the certification becomes erroneous due to changed circumstances.

D. Drug-Free Workplace

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

E. Modification

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

F. Cancellation

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

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

G. Access To And Retention Of Records

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

The Contractor is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of the Contract, unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved or until the end of the seven-year retention period, whichever is later.

H. Subcontracting

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

I. Compliance With State And Federal Laws

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

J. Travel

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

K. 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 nor, if applicable, any member of its board or officers are former DRS employees who were employed by the DRS during the prior twelve (12) months. Pursuant to 74 O.S. § 85.42(B), the Contractor also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the Contractor to fulfill any of the services provided for under said contract. This term shall not apply when the Contractor is a State of Oklahoma governmental entity.

S. Legal Employment Status Verification System

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

T. Contract Jurisdiction

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

U. Severability

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

V. TikTok Ban

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

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

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

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

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

Y. Force Majeure

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

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

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

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

Z. Termination For Funding Insufficiency

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

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, CPO
Print Name

Manager/Compliance Officer
Title

Contractor

Signature Date

Print Name

Title

Gayla Mears 405-366-5844
Contact Person Telephone

gmears@normanps.org
Contractor's Email Address

Signature:

Email: contracts@okdrs.gov

STATE OF OKLAHOMA
DEPARTMENT OF REHABILITATION SERVICES
WORK PLAN

Norman Public Schools
VENDOR

_____
Contract Number

Larry Fields has been appointed contract monitor for the above stated contract and assumes responsibility for the monitoring of all programmatic aspects of the contract, including the periodic and ongoing review of reports or other valid indications of performance. The contract monitor also assumes oversight responsibility for fiscal monitoring of said contract.

The contract monitor has been assigned the following duties:

1. monitoring services provided through the contract;
2. periodically reviewing interim reports or other indications of past contract performance;
3. monitoring contractor compliance to the requirements and specifications of the contract;
4. monitoring pre-authorization of contract services in AWARE;
5. monitoring the Oklahoma Department of Rehabilitation Services (DRS) authorizing authority's approvals for services provided through the contract;
6. monitoring the DRS authorizing authority's receiving, reviewing, approving, and submitting of invoices/claims for payment to DRS Finance – Accounts Payables (State Office);
7. If the contract number begins with 805, the contract monitor shall submit requests for additional funding to the DRS Contracts Section prior to the expenditure of funds.

All information pertinent to this contract (i.e., original contract copies, addendums, revisions, vendor correspondence, evaluations, reports, audits, compliance reviews and staff comments regarding service provision) shall be maintained in the central repository located in the DRS Contracts Section. Documentation shall be made available for review upon request by the Office of Management and Enterprise Services (OMES). Copies of invoices/claims shall be maintained in the DRS Finance Unit. Confidential DRS client information shall be maintained in the DRS client's case service file.

The services to be performed through the contract are necessary for DRS to carry out its policies, rules, and regulations regarding the provision of indicated and appropriate rehabilitation services in a timely manner leading to employment of eligible disabled individuals, per the Code of Federal Regulations (CFR), Section 261.42(a)(4).

WON-DOOR CORPORATION
1865 SOUTH 3480 WEST
SALT LAKE CITY, UT 84104

FireGuard Door Maintenance and Testing Service Due

3/9/2023
TO: NPS CENTRAL SERVICE CENTER
EMAIL: glenw@normanps.org
RE: Maintenance Inspection of FireGuard doors installed at: LINCOLN ELEMENTARY SCHOOL

ATTN: GLEN WILLIAMS OR MAINTENANCE COORDINATOR

The (2) FireGuard door(s) installed at LINCOLN ELEMENTARY SCHOOL are due for a maintenance inspection in AUGUST 2023. As this is a life safety device, to comply with NFPA 80 code requirements, we must get this coordinated as quickly as possible. The cost for your current Preventative Maintenance Service is $577.00. We are writing to obtain a Purchase Order or signed copy of the attached quote, and to verify our current contact and billing information so we can get your inspection scheduled. Our records indicate that GLEN WILLIAMS @ 405-388-3017 is the contact for maintenance scheduling. Please let us know if this is correct. Please fill out the information below and email to us at service@wondoor.com. Once we have received current contact and billing information along with a PO or signed contract, Won-Door will call you to schedule.

IF YOU HAVE ALREADY SPOKEN WITH A SERVICE COORDINATOR FOR YOUR PREVENTATIVE MAINTENANCE, PLEASE DISREGARD THIS REMINDER.

Bill to Name:_____ Phone #:_____

Email:_____

Bill to Address:_____
Address / City / State / Zip

Scheduling Contact:_____ Phone #:_____

Email: _____ P.O. # for this PM Service:_____

Hours of availability:_____

_____
Signature

If you have any questions, feel free to contact us.

Thank you,

Jeffrey A. Olsen

Preventative Maintenance Sales Representative
801-708-6540
pmaservice_wondoor@wondoor.com

WON-DOOR CORPORATION
1865 SOUTH 3480 WEST
SALT LAKE CITY, UT 84104

Date: 3/9/2023	Site Contact:	**GLEN WILLIAMS**
	Phone:	**405-388-3017**
Customer # 66459	Bldg Name:	**LINCOLN ELEMENTARY SCHOOL**
Bill to: NPS CENTRAL SERVICE CENTER	Location:	**915 CLASSEN BLVD**
101 TRIAD VILLAGE DR. #153	City/ST/Zip:	**NORMAN, OK 73071**
	E-mail:	**glenw@normanps.org**
NORMAN, OK 73071		

Service Specifications:

During the term of this agreement Won-Door will perform, periodic service calls for the purpose of inspecting and testing the operation of the automatic closing Won-Door FireGuard doors. This agreement does not cover parts and labor to repair equipment, but such items will be provided at additional cost upon authorization by the Customer.

Service Calls Will Be Made: ANNUALLY

And shall include the following:

(1) No open holes or breaks exist in the door or frame
(2) Door control key switch/reset
(3) Fire exit hardware backoff (both side of the door)
(4) Door obstruction devices are working properly
(5) Adjust & lubricate the drive chain as needed
(6) No breaks in the smoke seal on top, bottom, and jamb
(7) Inspect & lubricate track as needed
(8) Trolley and panel rollers are running freely
(9) Logic Board inspection
(10) Fire mode initiates from the control box (full closure with proper seal)
(11) Jambs properly attached and restrained
(12) No auxiliary hardware that interferes with the door operation

Equipment to be inspected and tested:

2 - Won-Door FireGuard door(s)

The term of this agreement shall be for a period of one (1) year beginning on the date of acceptance. This agreement shall be automatically renewed for successive one-year terms unless either party shall notify the other, in writing, at least 30 days prior to the date of termination of the one-year term, that this agreement is not to be continued.

Total Cost:	Service Calls Per Year:	Cost Per Service Call:
$577.00	1	$577.00

Payments to be Made:	Authorized Signature:
Net 30	*Jeffrey A. Olsen*

Acceptance of Proposal:

The prices, specifications, and conditions as set forth above and on the reverse hereof are satisfactory and are hereby accepted. Won-Door is authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature:_____ Date:_____

Printed Name / Title:_____

WON-DOOR CORPORATION
1865 SOUTH 3480 WEST
SALT LAKE CITY, UT 84104

Terms & Conditions

Service Agreement

It is understood that this service agreement is for the purpose of performing periodic inspection, testing and routine maintenance to the covered equipment.

Term

Won-Door shall notify Purchaser, at least 30 days prior to the expiration of the original or any renewal term of this agreement, of any price increase proposed for the next annual contract period, otherwise, the price shall remain the same as that charged for the prior contract term.

Parts & Labor

Parts and Labor for the repair of covered equipment, if required, shall be at the expense of the customer (except parts covered by warranty). Prior to installation of new parts, Won-Door will advise the customer of what parts or materials Won-Door recommends be replaced or repaired. The customer agrees to pay Won-Door for parts and Labor at the time of repair at Won-Door's current list price and labor rates. Parts and materials ordered by the customer hereunder are subject to availability at the time of ordering.

Access to Equipment

Customer shall furnish Won-Door with reasonable access to the equipment covered by this agreement. Customer shall provide such working space and facilities on the premises as may be required by Won-Door to perform the services covered by this agreement.

Limitation of Liability

Won-Door's liability for failure of performance of this service agreement, shall be limited to the refunding of a portion or whole of the payment made by the customer for the service. Won-Door will endeavor to render prompt service hereunder, but will not be responsible for loss or damage caused directly or indirectly as a result of unavoidable delay in the rendering of such service.

Delinquent Payments

If a collection matter occurs, Customer agrees to pay court costs and any reasonable attorney's fees. Interest will be charged at 1 1/2% per month after thirty (30) days on any unpaid balance. Won-Door reserves the right to withhold service or cancel this agreement if a customer's account is over sixty (60) days delinquent.

Entire Agreement

It is understood and agreed that this agreement constitutes the entire agreement for the services herein described, that all other prior representations or agreements, whether written or verbal, shall be suspended hereby and no changes in or additions to this agreement shall be recognized unless made in writing and signed by both parties.

_____
Initials

WON-DOOR CORPORATION
1865 SOUTH 3480 WEST
SALT LAKE CITY, UT 84104

FireGuard Door Maintenance and Testing Service Due

3/9/2023
TO: NPS CENTRAL SERVICE CENTER
EMAIL: glenw@normanps.org
RE: Maintenance Inspection of FireGuard doors installed at: NORMAN NORTH HIGH SCHOOL

ATTN: GLEN WILLIAMS OR MAINTENANCE COORDINATOR

The (13) FireGuard door(s) installed at NORMAN NORTH HIGH SCHOOL are due for a maintenance inspection in AUGUST 2023. As this is a life safety device, to comply with NFPA 80 code requirements, we must get this coordinated as quickly as possible. The cost for your current Preventative Maintenance Service is $2434.00. We are writing to obtain a Purchase Order or signed copy of the attached quote, and to verify our current contact and billing information so we can get your inspection scheduled. Our records indicate that GLEN WILLIAMS @ 405-388-3017 is the contact for maintenance scheduling. Please let us know if this is correct. Please fill out the information below and email to us at service@wondoor.com. Once we have received current contact and billing information along with a PO or signed contract, Won-Door will call you to schedule.

IF YOU HAVE ALREADY SPOKEN WITH A SERVICE COORDINATOR FOR YOUR PREVENTATIVE MAINTENANCE, PLEASE DISREGARD THIS REMINDER.

Bill to Name:_____ Phone #:_____

Email:_____

Bill to Address:_____
Address / City / State / Zip

Scheduling Contact:_____ Phone #:_____

Email: _____ P.O. # for this PM Service:_____

Hours of availability:_____

_____
Signature

If you have any questions, feel free to contact us.

Thank you,

Jeffrey A. Olsen

Preventative Maintenance Sales Representative
801-708-6540
pmaservice_wondoor@wondoor.com

WON-DOOR CORPORATION
1865 SOUTH 3480 WEST
SALT LAKE CITY, UT 84104

Date:	3/9/2023	Site Contact:	**GLEN WILLIAMS**
		Phone:	**405-388-3017**
Customer #	16033	Bldg Name:	**NORMAN NORTH HIGH SCHOOL**
Bill to: NPS CENTRAL SERVICE CENTER		Location:	**1809 N STUBBEMAN**
		City/ST/Zip:	**NORMAN, OK 73069**
101 TRIAD VILLAGE DR. #153		E-mail:	**glenw@normanps.org**
NORMAN, OK 73071			

Service Specifications:

During the term of this agreement Won-Door will perform, periodic service calls for the purpose of inspecting and testing the operation of the automatic closing Won-Door FireGuard doors. This agreement does not cover parts and labor to repair equipment, but such items will be provided at additional cost upon authorization by the Customer.

Service Calls Will Be Made: ANNUALLY

And shall include the following:

(1) No open holes or breaks exist in the door or frame
(2) Door control key switch/reset
(3) Fire exit hardware backoff (both side of the door)
(4) Door obstruction devices are working properly
(5) Adjust & lubricate the drive chain as needed
(6) No breaks in the smoke seal on top, bottom, and jamb
(7) Inspect & lubricate track as needed
(8) Trolley and panel rollers are running freely
(9) Logic Board inspection
(10) Fire mode initiates from the control box (full closure with proper seal)
(11) Jambs properly attached and restrained
(12) No auxiliary hardware that interferes with the door operation

Equipment to be inspected and tested:

13 - Won-Door FireGuard door(s)

The term of this agreement shall be for a period of one (1) year beginning on the date of acceptance. This agreement shall be automatically renewed for successive one-year terms unless either party shall notify the other, in writing, at least 30 days prior to the date of termination of the one-year term, that this agreement is not to be continued.

Total Cost:	Service Calls Per Year:	Cost Per Service Call:
$2434.00	1	$2434.00

Payments to be Made:	Authorized Signature:
Net 30	*Jeffrey A. Olsen*

Acceptance of Proposal:

The prices, specifications, and conditions as set forth above and on the reverse hereof are satisfactory and are hereby accepted. Won-Door is authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature:_____ Date:_____

Printed Name / Title:_____

WON-DOOR CORPORATION
1865 SOUTH 3480 WEST
SALT LAKE CITY, UT 84104

Terms & Conditions

Service Agreement

It is understood that this service agreement is for the purpose of performing periodic inspection, testing and routine maintenance to the covered equipment.

Term

Won-Door shall notify Purchaser, at least 30 days prior to the expiration of the original or any renewal term of this agreement, of any price increase proposed for the next annual contract period, otherwise, the price shall remain the same as that charged for the prior contract term.

Parts & Labor

Parts and Labor for the repair of covered equipment, if required, shall be at the expense of the customer (except parts covered by warranty). Prior to installation of new parts, Won-Door will advise the customer of what parts or materials Won-Door recommends be replaced or repaired. The customer agrees to pay Won-Door for parts and Labor at the time of repair at Won-Door's current list price and labor rates. Parts and materials ordered by the customer hereunder are subject to availability at the time of ordering.

Access to Equipment

Customer shall furnish Won-Door with reasonable access to the equipment covered by this agreement. Customer shall provide such working space and facilities on the premises as may be required by Won-Door to perform the services covered by this agreement.

Limitation of Liability

Won-Door's liability for failure of performance of this service agreement, shall be limited to the refunding of a portion or whole of the payment made by the customer for the service. Won-Door will endeavor to render prompt service hereunder, but will not be responsible for loss or damage caused directly or indirectly as a result of unavoidable delay in the rendering of such service.

Delinquent Payments

If a collection matter occurs, Customer agrees to pay court costs and any reasonable attorney's fees. Interest will be charged at 1 1/2% per month after thirty (30) days on any unpaid balance. Won-Door reserves the right to withhold service or cancel this agreement if a customer's account is over sixty (60) days delinquent.

Entire Agreement

It is understood and agreed that this agreement constitutes the entire agreement for the services herein described, that all other prior representations or agreements, whether written or verbal, shall be suspended hereby and no changes in or additions to this agreement shall be recognized unless made in writing and signed by both parties.

_____
Initials

PLANNED MAINTENANCE (PM) AGREEMENT

Clifford Power Systems | 7300 Melrose Lane | Oklahoma City, OK | 73127

Clifford Power Systems, Inc. ("CPS") agrees to provide Norman Public Schools ("Customer"), and Customer agrees to accept and pay for parts and service necessary to perform periodic Planned Maintenance ("PM") of ("Equipment").

Customer Address: 101 Triad Village Dr. #153 **City:** Norman **State:** OK **Zip:** 73071

EQUIPMENT & LOCATION INFORMATION

Location Name	Generator Make	Model Number	Serial Number	kW	Additional Info
NHSN	KOHLER	80RZ72	377809	80	
	Generac	3554080100	207446	22	
NHS	Kohler	60RZG	710551	60	
	Kohler	30RZ272	170872	30	
ISC/TSC	Kohler	150REOZJF	SGM32GL6G	150	

This agreement will be in accordance to the following terms and conditions, for a period of **1** year. Coverage Dates: **5/1/2023** -- **4/30/2024**

In consideration of the agreements herein contained:

1. **Customer agrees to:** Remit Amount of $2,633.00 for the first year of Planned Maintenance and any additional services, please refer to the payment schedule above for details. Customer agrees to make payment upon receipt of invoice.

2. **CPS agrees to:** Perfom all Preventative Maintenance inspections on a Annual basis, additional services will be performed in the frequency described in the Optional PM Service Section below. Work is to be performed during regular business hours 8:00AM to 5:00PM Monday through Friday.
Customer will receive a copy of CPS maintenance inspection report with all applicable areas filled out by the service technician.
CPS shall also report any noted problems with Equipment and recommended courses of corrective action to the Customer.
CPS will perform normal maintenance on Equipment including oil and filter changes, visits include our standard 99 point inspections and equipment test.

INCLUDED PM ITEMS

A. Oil change once per year.	B. Oil filter change at time of oil change
C. Fuel filter change (if applicable) once per year	D. Oil analysis will be done (by outside laboratory) at time of oil change
E. Coolant maintenance as necessary. Includes testing for freeze point & inhibator levels. Conditioners added as needed.	

OPTIONAL PM SERVICE & APPLICABLE CHARGES

F. Perform (2) hour Load Bank Test at time of PM visit on (5) units. $ 2784 cost (Performed Annually) ____ Accept ____ Decline (Initial Appropriate Line)	G. Perform annual fuel maintenance on (1) fuel tank. $ n/a cost (Performed Annually) ____ Accept ____ Decline (Initial Appropriate Line)
H. Perform a megger test on alternator windings on (5) units. $ 1635 cost (Performed Annually) ____ Accept ____ Decline (Initial Appropriate Line)	I. Perform quality/contaminant sampling on (1) fuel tanks per NFPA. $ n/a cost (Performed Annually) ____ Accept ____ Decline (Initial Appropriate Line)

3. **Customer also authorizes:** CPS to perform repairs deemed necessary for proper operation of the standby power system at time of inspection. The cost of repairs shall not exceed ____ (*$750 recommended*) without customer authorization, and shall be documented on the inspection report. Repairs estimated to exceed this amount will be referred to the Customer for action and additional authorization. Cost for additional repairs will be invoiced separately at CPS prevailing labor rates plus parts costs and prevailing mileage rates (if additional trips are required).

4. **Customer also authorizes:** CPS to perform a Diesel Fuel Top Off Service for an amount not to exceed ____ (*$700 recommended*) without customer authorization. This service shall be documented on the inspection report. Cost for fuel service will be invoiced separately at CPS prevailing labor and fuel rates. Service Trucks are capable of providing up to 100 gallons, if approved pricing covers costs.

5. **CPS warrants its work:** For a period of 30 days from the date of service. This warranty is limited to failure as a result of workmanship and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident, over-loading, over-speeding, repairs made by someone other than CPS, fire, flood, vandalism, theft or any other acts beyond the control of CPS, while under agreement.

6. **Failures of new parts installed by CPS** Failure of any new part/s installed by CPS during the course of maintenance service shall be covered by the manufacturer's warranty of said part/s.

7. **Renewal:** This agreement will automatically renew annually unless cancelled per paragraph 8.

8. **This agreement may be cancelled by either party** With a 60 day written notification.

9. **Registration/Training Fees:** If Buyer requires Seller to register with an entity, or incur additional costs such as licensing or training training specific to the servicing requirements of Buyer's account, then Buyer agrees to reimburse Seller all costs affiliated with these fees. Costs include direct fees for registration plus 20% for Seller's administration.

10. **Limitation of Liability:** Clifford Power System, Inc.'s liability under this agreement, if any, shall be limited to the contract amount of this agreement In no event shall CPS be liable for any consequential, incidental or exemplary damages, including, but not limited to, loss of profits or down time.

Clifford Power Systems and Customer have agreed to the above this day.

By: Sean O'Brien **Date:** 3/23/2022 **By:** ____ **Date:** ____

Clifford Power Systems-Representative *Customer-Representative*

Streets, LLC
MECHANICAL CONTRACTORS
100 S.E. 25TH STREET
OKLAHOMA CITY, OK 73129
405/632-6664
FAX 405/632-0732
OKLAHOMA LICENSE NUMBERS
PLUMBING – 3530
MECHANICAL – 4583
ELECTRICAL – 2982
ENGINEERING – 7242

March 24, 2023,
Prepared for: Norman Public Schools
Attn: Brad Coplen
RE: HVAC Services Contract – FY 2023

Streets LLC, is pleased to provide the following proposal for your review and acceptance.

Scope of Work

- Provide labor and materials to perform the following tasks upon request from Norman Public Schools per Request for Proposal ITB 2023004
- Services performed by Streets, LLC for Norman Public Schools will be invoiced at the rates listed below

1. **Hourly Labor Rates for Work Performed and Equipment Check List:**
Hourly labor rates inclusive of wages, taxes, benefits, overhead, general and administrative expenses and profit performed by the Contractor. If your business does not have an hourly rate for said position, write "N/A". If you do not charge for said position but does offer it, write "complimentary".

a. Boiler Start Up	$ 125.00	/Per Hour
b. Chiller Check List	$ 125.00	/Per Hour
c. Cooling Tower Check List	$ 125.00	/Per Hour
d. Chiller Water Pump Check List	$ 125.00	/Per Hour
e. HVAC Condenser Water Pump Check List	$ 125.00	/Per Hour
f. Hot Water Pump Check List	$ 125.00	/Per Hour
g. AHU Check List	$ 125.00	/Per Hour
h. Expansion Tank Check List	$ 125.00	/Per Hour
i. Fan Coil Unit Check List	$ 125.00	/Per Hour
j. Air Supply Fan Check List	$ 125.00	/Per Hour
k. Air Exhaust Fan Check List	$ 125.00	/Per Hour
l. HVAC Unit Installation	$ 125.00	/Per Hour
m. Overtime Rate for HVAC Unit Installation	$ 165.00	/Per Hour

3. **Direct Supplies and Materials Costs:**
Supplies and Materials which enter directly into the end product, or that are used or consumed directly in connection with the service will be warrantied by the vendor.

n. Markup percentage on materials and components	15.00	%

- This service agreement shall begin on 7/1/2023 and end on 6/30/2024 unless an extension or modification of this contract is agreed to in writing by both parties.

Should you have any questions, please don't hesitate to contact me at 405-632-6664

Respectfully Submitted,

Troy Watson

Troy Watson
Email: twatson@streetsllc.com
Phone: 405-632-6664
Fax: 405-632-0732

Acceptance of Proposal By

Name: _____
Title: _____
Date: _____
Purchase Order: _____

Signed: _____

FIRETROL
Protection Systems

Firetrol Protection Systems Inspection Agreement – State Contract SW1048F

Owner/Property Management Company (hereinafter called "Owner")	**Job Location** (hereinafter called "Site")
Norman Public Schools 101 Triad Village Dr. #153 Norman Oklahoma 73071	Norman Public Schools Various locations- See attached spread sheet
Contact Name: Brad Coplen **Email:** bcoplen@norman.k12.ok.us **Phone:** 405.366.5963	**Contact Name same** **Email:** **Phone:**

On this date, March 21, 2022, Firetrol Protection Systems is offering inspection/testing agreement of equipment and/or system(s) located at above stated Site.

Scope of Work

Contractor shall inspect and/or test the equipment/system(s) described below in accordance with the State Code of Regulations, Local Authority having Jurisdiction and in accordance with the terms of the State Contract as it applies to this work. All inspections/tests shall be documented and a copy of work performed will be given to the Owner. Tests will be scheduled in advance, and at the convenience of customer's staff. Firetrol will need the assistance from customer's staff for access to all areas of the facility in order to locate devices and ensure efficient transition between areas. The inspections and testing provided under this Agreement are NOT a system survey or engineering analysis of the system and/or its design. The inspection and testing services provided by this Agreement are designed to determine the functionality of the inspected systems at the time of the inspection/test. Inspection and testing services under this Agreement are not intended to reveal design or installation flaws or code compliance violations.

Frequency of Inspections

The Contractor shall inspect and/or test the following systems listed below. (Individual pricing and equipment list continued on the following page.)

Qty	Product	Description	Location	Frequency	Inspection Month
42	FA	Fire Alarm Systems	Norman Public Schools	Annual	June-July
36	SP	Sprinkler System Inspections	Norman Public Schools	Annual	June-July

Report of Inspection

A copy of the inspection/test report(s) will be provided to Owner after work is performed and completed. Firetrol Protection Systems must forward all deficiencies found during the time of inspection to the authority having jurisdiction.

Term

The term of this Agreement shall be from June 1, 2023 to June 30, 2024 and can be renewed by the customer under the contractor's then current charges per State Contract for each renewal period thereof.

Initial _____

FIRETROL Protection Systems

State Facility: Norman Public Schools Various locations (see pricing spread sheet of details)

Fire Sprinkler System	Qty	Frequency	Inspection Cost
Wet Sprinkler System	51	Annual	
Dry Sprinkler System	1	Annual	
Back Flows	17	Annual	
Schools buildings	24	Annual	
		Fire Sprinkler System Test & Inspection – Annual Total	

Fire Sprinkler Test and Inspection Services: Under this agreement, Firetrol's State licensed inspectors will perform an annual inspection(s) and testing of the fire sprinkler system(s) in accordance with the following sections (if applicable)
NFPA 25, 2014 Edition. *Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.*

- Sprinkler Systems – Section 5.2, 5.3, Table 5.1.1.2
- Standpipe and Hose Systems – Section 6.2, 6.3, Table 6.1.1.2
- Private Fire Service Main – Section 7.2, 7.3, Table 7.1.1.2
- Fire Pumps – Section 8.2, 8.3, Table 8.1.1.2
- Water Storage Tanks – Section 9.2, 9.3, Table 9.1.1.2
- Water Spray Fixed Systems – Section 10.2, 10.3, Table 10.1.1.2
- Foam-Water Sprinkler Systems – Section 11.2, 11.3, Table 11.1.1.2
- Water Mist Systems – Section 12.1
- Valve, Valve Components, and Trim – Section 13.3.2, 13.3.3, 13.4.2.1, Table 13.1.1.2
- Pre-Action Valves and Deluge Valves – Section 13.4.3.1, 13.4.3.2,
- Dry Pipe Valves/Quick Opening Devices – Section 13.4.4.1, 13.4.4.2
- Backflow Prevention Assemblies – Section 13.6.1, 13.6.2.

Fire Alarm System	Qty	Frequency	Inspection Cost
Fire Alarm System	42	Annual	
		Fire Alarm System Test & Inspection – Annual Total	

Fire Alarm Test and Inspection Services: Under this agreement, Firetrol's State licensed inspectors will perform an annual inspection(s) and testing of fire alarm system(s) in accordance with the following sections (if applicable). NFPA 72, Current State adopted Edition. *National Fire Alarm and Signaling Code.*

- Inspection- Section 14.3, Table 14.3.1
- Testing- Section 14.4, Table 14.4.3.2

***Fire alarm and sprinkler systems will be tested together to save time and money. Billing will be done under the State labor rates per location.**

Initial _____

Norman Public Schools—Fire alarm and Sprinkler inspections

Cost of Inspection and Payment

The total annual price for this agreement is a not to exceed $50,334.00 -- Pricing will be based off of the Oklahoma State labor rates. Inspections will be billed by the labor hours used per each location conducting both fire alarm and sprinkler inspections at the same time.

Pricing per Firetrol Protections Systems State Contract SW1048F– Fire Alarm Services & other Life Safety Equipment

Owner shall pay Contractor within thirty (30) days after **each** inspection for the above stated Site.
If the Owner fails to make payment in full, the Contractor may, at its option, terminate the contract, and, in the any event, will not be obligated to perform any additional work until such time past due amount is made in full and received by Contractor.

If you find this Agreement, along with the terms and conditions attached, acceptable and you are authorized to sign, please complete the below section, retain a copy for your files and return one original signed agreement to our office. We will contact you regarding scheduling for the Site upon receipt of executed Agreement.

Thank you for your consideration. Firetrol Protection Systems of Oklahoma strives to provide quality, efficiency and affordability with every Inspection Proposal.
If you have any questions regarding pricing, frequency or quality, please contact your name @ (405)000-000.

FIRETROL PROTECTION SYSTEMS, INC.
108 NW 132nd Street
Oklahoma City, OK 73114
Lic# 863 & 302
Ph: (405)752-2330
Fax: (405)752-2297

Signature: *Jay Collins*
By: Jay Collins
Title: Inspection Sales
Date: 3/14/2023

Authorization to Proceed:
Endorsement: _____
Print Name: _____
Title: _____

_____
Purchase Order or P-Card #

_____
P-Card Expiration Date

_____
P-Card Verification Code

FIRETROL Protection Systems
www.firetrol.net

From **Firetrol Protection Systems, Inc.**
108 Northwest 132nd Street
Oklahoma City OK 73114
405-752-2330

Quote No.	**2034512**
Type	Service Call
Prepared By	Wesley Biel
Created On	02/02/2023
Valid Until	03/31/2023

Quote For **NORMAN PUBLIC SCHOOLS ADMIN SERVICES**
NPS WAREHOUSE
4100 NORTH FLOOD
NORMAN OK 73069

Description of Work

NORMAN PUBLIC SCHOOLS MASTER MONITORING AGREEMENT

We propose to monitor your system for activation conditions as indicated below. We can provide labor and material to install and/or program a Communicator (Monitoring Panel) at your job sites address set up as a separate project.

Monitoring Service Type: Fire_____

(Fire / Security / Elevator / Temperature / Video / Custom)

Site's Monitoring Equipment: Pathway LTE_____

(Manufacture and Model)

Site's Transmission Channel(s): *Cellular*_____

(Phone line / AES Radio / Cellular / IP with the switch having 24 hour power supply back up / Other…)

Estimated Start Date: _____

Additional Services Described: CLSS APP _*Each Annual Cell Account $360.00*_____

SUBSCRIBERS BASIC RESPONSIBILITIES

1. It is the customer's responsibility to maintain a 24 hour power supply back-up on all communication equipment, including network switches relating to internet protocol (IP) communicators.
2. Customer must provide access to the communication equipment as it relates to monitoring services.
3. Additions or changes to your any of your account's personnel list, site contact list and/or changes to your existing system must be provided to FIRETROL PROTECTION SYSTEMS, INC. in writing and may result in a minimal service charge.
4. Additions or changes to the existing system's monitoring equipment must be approved in writing by FIRETROL PROTECTION SYSTEMS, INC. and may result in a change of the annual fee.
5. Additional charges or the blocking of your transmitter may result if your system goes into a "runaway state" locking the monitoring stations' receiver.

EXCLUSIONS: Maintenance of the alarm system is the Subscriber responsibility and is not included in this Proposal/Contract.

Alarm permit – Contact your City or Police Department, you may need an Alarm Permit.

If this proposal is accepted, please sign and initial the attachment below and return the original to our office. Upon receipt, we shall execute and return one copy for your files. This proposal is valid for 30 days from the proposal date. If accepted the installation will be completed as your job conditions allow (if applicable). Either party may terminate this contract with 30 day written notice. This proposal/contract is subject to the terms and conditions listed in exhibit A (attached). This contract has no termination date and shall continue until cancelled.

In signing this document I am acknowledging that I understand, am authorized to accept, and accept this Proposal/Contract in its entirety.

COMPANY IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY: It is agreed that FIRETROL PROTECTION SYSTEMS, INC. is not an insurer and client is paying for the value of the service provided only and that it is not the intention of the parties that FIRETROL PROTECTION SYSTEMS, INC. assume responsibility for any loss occasioned by misfeasance in the performance of the services under this contract or for any loss or damage sustained or any liability on the part of FIRETROL PROTECTION SYSTEMS, INC. by virtue of this Agreement or because of the relation hereby established. If there shall, notwithstanding the above provisions, at any time

be or arise any liability on the part of FIRETROL PROTECTION SYSTEMS, INC. by virtue of this Agreement or because of the relation hereby established, whether due to the negligence of FIRETROL PROTECTION SYSTEMS, INC. or otherwise, such liability is and shall be limited to and fixed at the sum of two hundred and fifty dollars (250.00) as and for liquidated damages. Such liabilities as herein set forth is fixed as liquidated damages and not as a penalty and this liability shall be complete and exclusive. Client agrees to provide and keep in full force and effect insurance which will be primary for any and all occurrences or losses.

Customer hereby releases, discharges and agrees to hold FIRETROL PROTECTION SYSTEMS, INC. harmless from any and all claims, liabilities, damages, loss or expenses, arising from or caused by any hazard resulting from or related to this contract, whether said claim is made by customer, his agents or insurance company or by any other parties claiming under or through customer. Customer agrees to indemnify FIRETROL PROTECTION SYSTEMS, INC. against, defend and hold FIRETROL PROTECTION SYSTEMS, INC. harmless from any claims or subrogation which may be brought against FIRETROL PROTECTION SYSTEMS, INC. by any PARTY, insurer or insurance company or its agents or assigns, including payments of all damages, expenses, costs and attorney fees.

THIRD PARTY INDEMNIFICATION AND SUBROGATION: If anyone other than Subscriber asks company to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from: (I) a failure of the system or services, (ii) Companys negligence, (iii) any other improper or careless activity of company in providing the system or services (iv) a claim for indemnification or contribution, Subscriber will repay to company: (a) any amount which a court orders Company to pay or which Company responsibly agrees to pay, and (b) the amount of our responsible attorneys fees and any other losses and costs that the Company may pay in connection with the harm and damages. Subscriber agrees to release Company from any claims of any parties suing through Subscribers authority or in Subscribers name, such as Subscribers insurance company, and Subscriber agrees to defend Company against any such claim. Subscriber will notify Subscribers insurance Company of this release.

RESPONSE TO POLICE/FIRE DEPARTMENT ALARMS: Upon receipt of an alarm signal from Subscribers system to the Center, Communications Center shall, without warranty, make every reasonable effort to do the following, unless otherwise instructed by Subscriber in writing. Upon receipt of a burglar alarm signal, transmit the alarm to the public police department and if requested in writing by the Subscriber, notify the Subscriber or his designated representative by calling the phone number supplied to the company in writing by the Subscriber. Upon receipt of a holdup alarm signal, transmit the alarm to the public police department. Upon receipt of a fire alarm signal, transmit the fact of the alarm to the public fire department and notify Subscriber or his designated representative by calling the phone number supplied to the company in writing by Subscriber.

COMMUNICATION METHODS: Subscriber shall pay all charges made by the utility for installation and service charges of communication methods connecting Subscriber protected premises to the Center. The actual receipt and re-transmission of any and all alarm signals are subcontracted to and performed by General Monitoring Services. Subscriber understands that signals from Subscriber System are transmitted over Subscribers service, and in the event the communication method service is out of order, disconnected, placed on vacation, or otherwise interrupted, the signals from the system will not be received at the Center, during any such interruption in the service, the interruption will not be known to the Center. Subscriber further understands that the signals are transmitted over the communication method, which are wholly beyond the control and jurisdiction of FIRETROL PROTECTION SYSTEMS, INC. and the Center and are maintained and serviced by the applicable utility.

FALSE ALARMS: Subscriber agrees that Subscriber and others using the system will use it carefully so as to avoid causing false alarms. False alarms can be caused by subscriber error, severe weather or other forces beyond our control. If Company receives too many false alarms, it may charge for excessive phone fees. Excessive false alarms constitute a breach of contract by Subscriber and Company may cancel monitoring service and seek to recover damages. Subscriber will pay any false alarm fee or penalty assessed against the system by any governmental agency, whether charged to Subscriber or Company.

MAINTENANCE SERVICE; INSPECTIONS; COST OF REPAIRS: Subscriber authorizes Company to maintain and service the communicator upon request by any city, county, state or federal agency and to make any necessary inspections, tests and repairs as required. All necessary repairs, inspections and tests that may be required shall be performed during normal business hours. Subscriber will be responsible for any costs not covered by warranty.

INTERRUPTION SUSPENSION OR CANCELLATION OF SERVICE: Company assumes no liability for interruption of monitoring service due to strikes, riots, floods, storms, earthquakes, fire, acts of war, power failures, insurrection, interruption or unavailability of the communication method service, acts of God, or for any other cause beyond the control of the Company and will not be required to supply monitoring services to Subscriber while interruption of service due to any such cause may continue. This agreement shall be suspended without notice if the Center or Subscribers premises or equipment are destroyed by fire or any other catastrophe, or so substantially damaged that is impractical to continue service, or in the event Company or the Center is unable to render services as a result of any action by a governmental authority.

SUBSCRIBERS DUTIES AS TO USE OF SYSTEM: The Subscriber shall carefully and properly test and set the alarm system immediately prior to the securing of the premises and properly test the system daily during the terms of this agreement. If any defect in operation of the system develops, or in the event of a power failure or other interruption at Subscribers premises, Subscriber shall notify Company immediately. If space protection (i.e. Ultra-Sonic, Microwave, Infra-Red, etc.) is part of said system, Subscriber shall walk test the system each day in the manner recommended by Company.

NOT UNDER CONTRACT WITH OTHER ALARM COMPANY: Subscriber further represents and warrants that he is not presently under contract with any other alarm company for the provisioning of any or all alarm services at the premises described above. Subscriber

agrees indemnify and hold harmless Company against all claims, suits, expenses and damages by judgment or otherwise (including attorneys fees necessary to enforce this indemnity provision) which may now or hereinafter be incurred by Company as a result of, or arising out of, any agreement that the Subscriber may have entered into with any other party concerning alarm system or services at the premises described above.

ASSIGNEE'S/SUBCONTRACTORS OF COMPANY: Company shall have the right to assign this agreement to any other person, firm or corporation without notice to Subscriber and shall have the further right to subcontract any installation, monitoring, maintenance or other services, which it may perform. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to Company's maximum liability, liquidated damages, and third party indemnification, inure to the behalf of and are applicable to any assignee's, subcontractors and/or communications center with same force and effect as they bind Subscriber to Company.

CHANGE IN RATES: The Subscriber hereby agrees that the Company shall have the right to increase or decrease the monthly charge provided for herein at any time or times after the expiration in the initial term of this agreement upon giving the subscriber written notice thirty (30) days in advance of the effective date of such increase or decrease, and if the subscriber desires not to pay any such increased charge, the Subscriber may cancel the then unexpired term of this agreement by notifying the Company in writing fifteen (15) days prior to the otherwise effective date of such increase.

LIMITATION ON LAWSUITS; WAIVER OF JURY TRAIL: Both Company and Subscriber agree that no lawsuits or any other legal proceedings connected with this agreement shall be brought or filed more than One (1) year after the incident giving rise to the claim occurred. In addition any such legal proceeding shall not be heard before a jury. Each party gives up any right to a jury trial.

DEFAULT BY SUBSCRIBER AND DELINQUENCY: If Subscriber fails to pay any amount herein provided within (10) days after the same is due and payable, or if Subscriber fails to perform any other provision hereof within ten (10) days after Company shall have requested in writing performance thereof, or if any proceeding bankruptcy, receivership or insolvency shall be commenced by or against Subscriber or his property, or if Subscriber makes any assignment for the benefit of Creditors, Company shall have the right but shall not be obligated to exercise any one or more of the following remedies: (a) Recover the existing amounts due from Subscriber and continue to provide monitoring services, in which case Company shall be entitled to recover, in addition, the monthly amounts due under the contract for said services: (b) If Company discontinues monitoring services, Company shall be entitled to recover the existing amounts due under this said contract for said services up to the date of discontinuance of service. In the event that service is discontinued for failure to make payment and the subscriber makes payment and desires to reactivate the service, such reactivation will be subject to a minimum $100.00 reactivation charge or higher as fixed by the Company; or (c) recover from Subscriber all sums Company may be entitled to under the law. Subscriber will be responsible for all late charges, collection and finance charges, court fees and legal fees. **:** In the event any payment due hereunder is more than ten (10) days delinquent, Company may impose and collect from Subscriber a delinquency charge in the maximum amount permitted by law. If the alarm is deactivated because of Subscribers past due balance, and if Subscriber desires to have the system reactivated, Subscriber agrees to pay in advance to Company a minimum $100.00 reactivation charge or higher as fixed by the Company.

ENTIRE AGREEMENT: The entire and only agreement between you and Company is written in this Contract. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by Subscriber and Company. If you have given or ever give Company a purchase order for the system or service, which provides different terms than this agreement, this Agreement will govern and be controlling. If any provision of this agreement is found to be invalid, inoperative or illegal by a court, the balance of this agreement shall remain in force and effect. You agree that this Contract is performed in the state of Oklahoma and shall be governed by laws of Oklahoma.

Locations Under this Master Monitoring agreement:

1. Adams Elementary
2. Cleveland Elementary
3. Eisenhower Elementary
4. Jackson Elementary
5. Jefferson Elementary
6. Kennedy Elementary
7. Lakeview Elementary
8. Lincoln Elementary
9. Madison Elementary
10. McKinley Elementary
11. Monroe Elementary
12. Reagan Elementary
13. Roosevelt Elementary
14. Truman Elementary

15. Truman Primary Elementary
16. Washington Elementary
17. Wilson Elementary
18. Alcott Middle School
19. Irving Middle School
20. Longfellow Middle School
21. Whittier Middle School
22. Norman High MAIN
23.Norman High Science
24.Norman High Multi-Purpose / Fine Arts
25.Norman High VoAg / FFA
26.Norman High Old Band Building
27.Norman High Gene Corrotto
28.Norman High Harve Collins
29.Norman High Indoor Batting
30.Norman High Soccer Field Building
31.Norman NORTH High MAIN
32.Norman NORTH High South Field House
33.Norman NORTH High North Field House
34.Norman NORTH High Performing Arts
35. Admin Service Center
36. ISC/ TSC Warehouse
37.ISC/ TSC Warehouse New Storage Building
38. Health Service Center DCC
39. Central Kitchen Building
40. Dimensions Academy
41.Norman High Multipurpose Athletic

Services to be completed

[Alarm Monitoring] Alarm System - Alarm
Cell Monitoring Master Agreement

Parts, labor, and fees	Quantity	Unit Price	Total
Monitoring Annual Fee	41	$360.00	$14,760.00
		GRAND TOTAL	**$14,760.00**

Terms and Conditions

Pricing, Terms and Conditions per State Contract SW1048F. Customer must provide PO referencing State Contract SW1048F.

This Proposal includes a one (1) year Standard Parts and Labor Warranty. Pricing is valid for 30 days from the date of this proposal.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____

FIRETROL Protection Systems
www.firetrol.net

From

Firetrol Protection Systems, Inc.

108 Northwest 132nd Street
Oklahoma City OK 73114
405-752-2330

Quote No.	**2034494**
Type	Service Call
Prepared By	Wesley Biel
Created On	02/02/2023
Valid Until	03/31/2023

Quote For

NORMAN PUBLIC SCHOOLS ADMIN SERVICES

NPS WAREHOUSE
4100 NORTH FLOOD
NORMAN OK 73069

Description of Work

Fire Alarm System Cell Communicators All Locations - *STATE CONTRACT SW1048F*

All work will be designed, installed and tested in accordance with the applicable editions of the NFPA codes (As currently published on the Oklahoma Uniform Building Code Commission Website) and industry standards.

**Scope of Work - Firetrol Is providing a proposal to install a cellular communicator for each of the listed 41 Norman Public School locations enclosed in this agreement. The cell unit at each alarm panel will allow for any phone lines connected to the fire alarm panel to be canceled. The new LTE communicators will also link together with the use of the CLSS app so all schools will be able to be remotely viewed by anyone who has been granted access to the software. The CLSS app and service are included in the annual cost of the monitoring agreement. **This is an estimated budget quote based on a time and material service call, in the event unforeseen conditions are discovered, any additional work will not be performed unless prior approval is obtained.

Exclusions:

1. After hours work
2. Any calculations (battery, voltage, etc.) of existing system

LOCATIONS FOR INSTALL UNDER THIS AGREEMENT :

1. Adams Elementary
2. Cleveland Elementary
3. Eisenhower Elementary
4. Jackson Elementary
5. Jefferson Elementary
6. Kennedy Elementary
7. Lakeview Elementary
8. Lincoln Elementary
9. Madison Elementary
10. McKinley Elementary
11. Monroe Elementary
12. Reagan Elementary
13. Roosevelt Elementary
14. Truman Elementary
15. Truman Primary Elementary
16. Washington Elementary
17. Wilson Elementary
18. Alcott Middle School
19. Irving Middle School

20. Longfellow Middle School
21. Whittier Middle School
22. Norman High MAIN
23. Norman High Science
24. Norman High Multi-Purpose / Fine Arts
25. Norman High VoAg / FFA
26. Norman High Old Band Building
27. Norman High Gene Corrotto
28. Norman High Harve Collins
29. Norman High Indoor Batting
30. Norman High Soccer Field Building
31. Norman NORTH High MAIN
32. Norman NORTH High South Field House
33. Norman NORTH High North Field House
34. Norman NORTH High Performing Arts
35. Admin Service Center
36. ISC/ TSC Warehouse
37. ISC/ TSC Warehouse New Storage Building
38. Health Service Center DCC
39. Central Kitchen Building
40. Dimensions Academy
41. Norman High Multipurpose Athletic

Services to be completed

[Alarm Systems] Alarm System - Alarm
Cell fire alarm communicator install 41 locations

Parts, labor, and fees	Quantity	Unit Price	Total
Dual Path Cellular/IP Dialer	41	$233.00	$9,553.00
LABOR - ALARM	82	$95.00	$7,790.00
		GRAND TOTAL	**$17,343.00**

Terms and Conditions

Pricing, Terms and Conditions per State Contract SW1048F. Customer must provide PO referencing State Contract SW1048F.

This Proposal includes a one (1) year Standard Parts and Labor Warranty. Pricing is valid for 30 days from the date of this proposal.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____

Rolling Steel and Side Acting Fire Door Service and Maintenance Agreement

Burgess Company's Professional Maintenance Program is designed to provide on-going regularly scheduled inspection, preventive maintenance, and necessary repairs for fire doors. In order to maintain your fire doors in good working order for a long period of time, preventative check and annual inspections should be performed annually per NFPA 80. This program includes a detailed service report that will be presented after each annual maintenance and inspection for your review and approval.

Inspection and Preventative Maintenance:

Job labor, travel labor and travel expenses required to provide annual inspection and preventative maintenance in order to extend the life of the door system and insure operating efficiency.

Preventative Maintenance:

- Lubrication of all moving parts
- Adjustment of chains
- Minor repairs to fusing cables
- Testing of electrical components
- Tension adjustment (if needed)

Annual Inspection and Drop test Per NFPA 80:

- Fire drop test through alarm
- Fire drop test through power loss
- Fire drop test through fusible link
- Minor repairs of fusing cables
- Tension adjustment (if needed)
- Application of proper annual fire inspection labels to each unit.

Additional costs (as required):

The program includes a detailed Service Report, presented after each service call, for your review and approval. This report will identify any additional repairs or replacement parts discovered during the inspection. Items that result in additional cost may include, but are not limited to:

- Damage from misuse
- Repairs to motor operator or drive chains

- Emergency Calls
- Parts replacement

A proposal for any repairs will be submitted for review and approval. No repairs or parts replacement will be performed without prior approval from owner representative that has authority to approve additional costs.

TERMS & CONDITIONS:

1. The Burgess Company Maintenance and Inspection Program price is conditioned upon the system(s) covered being in a maintainable condition. This program does not cover repairs, if the initial inspection indicates repairs are required, a quotation will be submitted for Customer's approval. Effective date of maintenance and inspection program will be the completion date of such repairs.
2. The annual agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material, and other costs.
3. Burgess Solutions will demonstrate to owner all doors to fully operational at conclusion of inspection and maintenance service. Burgess Solutions is not responsible for any failures of inspected and maintained doors following complete services as listed above.
4. Applicable sales taxes shall be listed on each invoice and paid by the customer.
5. Customer will promptly pay invoice within (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.

Contractor will provide the inspection and preventative maintenance services described in Burgess Company Professional Maintenance Program as described in this agreement and made a part of this Agreement, in accordance with this above listed terms and conditions.

ANNUAL AGREEMENT coverage will commence on ___7-1-23_____(date)

The AGREEMENT price will be $_1,195.00____(annually) from_7-1-23___(date) and includes_3__ (quantity) of accordion fire doors and continuing thereafter until terminated without case by either party upon delivery to the other party of this days' prior written notice.

This proposal is the proprietary property of Contractor and is provided for the Customer's use only. Contractor guarantees the price state in this Agreement for thirty (30) days. This proposal will become a binding Agreement only after the acceptance by customer and approval by and officer of the Contractor as evidence by their signatures below. This agreement sets forth all of the terms and conditions binding upon the parties hereto: and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein. This annual Agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

CONTRACTOR

Burgess Company, LLC.

Ryan Mitchell

Digitally signed by Ryan Mitchell
DN: C=US, E=ryan@burgess-co.com, O="Burgess Company, LLC.", CN=Ryan Mitchell
Date: 2023.03.09 09:06:14-06'00'

_____

Signature (sales representative)

CUSTOMER

_____

_____(date)_____

Signature (authorized representative)

Billing Address: _____

_____

_____

PO# or other: _____

Service Agreement

No. 50011330

Clean Uniform Company
1316 South Seventh Street
St. Louis, MO 63104

Customer Independent School Dist.

Address 425 12th Ave NE

City Norman State OK Zip 73071-0000

Telephone No. (405) 366-5963 Fax No. (___) _____

Date of Agreement _____

New Agreement ❑ Renewal Agreement ■

Upon the Terms and Conditions set forth on page 2 of this Agreement, Supplier agrees to provide to Customer, and Customer Agrees to accept, all of Customer's requirements for the Goods and Services as provided under this Agreeement, including, without limit, uniforms, textiles, and industrial laundry services, in the quantity and frequency, and at the Unit Price and charges as follows:

Description of Goods and Services	Frequency	Inventory Issued	Unit Price
101-U - APRON,SHOP,NECKBAND,DENIM		0	0.210
175SGY - T-SHIRT,SP POCKET GREY SS		82	0.480
175SNV - T-SHIRT,SP POCKET NAVY SS		5	No Charge
1953WH - PANT,RLXD FIT,UTILITY, WHITE		0	0.400
DWWS01 - SHIRT,SPENTEX,NGI FR,NAVY, LS		3	0.570
JD20BD - JACKET,HOODED BROWN DUCK		5	1.250
JET2NV - JACKET,INDURA,FLM RESIST,NAVY		9	2.000
JP66BK - JACKET,SOFT SHELL BLACK		0	1.250
PEJ4DW - JEAN,FLMRST,DENIM,PREWASH		3	0.570
PT20NV - PANT,INDUS,DACRON,NAVY		10	No Charge
PT20WH - PANT,INDUS,DACRON,WHITE		0	0.244
PT2ABK - PANT,TECH PANTS BLACK		0	No Charge
PT2ACH - PANT,TECH PANTS CHARCOAL		0	No Charge
PT2ANV - PANT,TECH PANTS NAVY BLUE		143	0.480
PT88CH - PANT,CARGO,MENS,CHARCOAL		4	0.707
SP14GY - SHIRT,POP,INDUS,GREY LS		0	No Charge
SP14LT - SHIRT,POP,INDUS,LT TAN LS		0	No Charge
SP14MB - SHIRT,POP INDUSTR. MED.BLUE LS		0	No Charge
SP24MB - SHIRT,POP INDUS MEDIUM BLUE SS		0	0.221
SP24WH - SHIRT,POP,INDUS,WHITE SS		15	0.190
ST650G - POLO,MEN,NP,SPRTEK,GREY CON SS		79	0.480
ST650L - POLO,MEN,NP,SPRTEK,BLUE LAK SS		0	No Charge
ST650R - POLO,MEN,NP,SPRTEK,RED SS		0	No Charge
ST657N - POLO,N/P,MEN.SPRT-WIK NAVY LS		0	0.193
TJ718D - JACKET,HOODED BROWN DUCK		17	1.250

This Agreement may be executed in any number of counterparts and delivered by fax or scanned PDF via email, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Customer

By _____
Customer Authorized Signature

_____
Print Name and Title

_____
Date

Supplier: Clean Uniform Company

By Cole Williams
Supplier Authorized Signature

Cole Williams RSM
Print Name and Title

3/21/2023
Date

By _____
Supplier General Manager

_____
Print Name and Title

_____
Date

TERMS AND CONDITIONS

1. **Term.** This Agreement shall become effective when signed by Supplier's General Manager. The Initial Term of this Agreement shall commence upon the later of the date when this Agreement is signed by Supplier's General Manager or when Goods or Services are first provided to Customer, and expire 12 consecutive months thereafter. This Agreement shall renew automatically for similar successive 12-month terms unless Customer or Supplier serves upon the other written notice of non-renewal at least 90 days, but no more than 120 days, before expiration of the then-current term. The term of this Agreement shall be extended, and Supplier shall not be deemed in breach of this Agreement, in the event, and for the duration, of any interruption of service due to strike, lockout, fire, explosion, lack of product availability, act of God, or other cause beyond Supplier's control.

2. **Cancellation.** Customer may not cancel this Agreement prior to expiration of the then-current term unless there is a material deficiency in the Goods or Services supplied and, in that event, only by first giving Supplier (i) detailed written notice of the claimed deficiency within 10 days of the occurrence of the claimed deficiency, and (ii) a period of 60 days after Supplier's receipt of such notice within which Supplier may cure the claimed deficiency. Any claimed deficiency shall be deemed resolved or waived unless Customer gives written notice to the contrary within 10 days after expiration of said 60-day cure period. Supplier may, at its discretion, cancel this Agreement by written notice to Customer if Customer materially breaches any provision of this Agreement, including, without limit, failing to pay any amount due under this Agreement or refusing Goods or Services.

3. **Payment.** The Unit Price for Goods and Services are as shown on the front of this Agreement. Customer shall pay flat-rate pricing figured on 100% of the inventory of Goods put in service. Customer's weekly payment obligation shall never be less than 50% of the highest average of the weekly charges incurred during any quarter of service under this Agreement as amended or extended. Payment is valid credit card unless otherwise agreed by Supplier. If Supplier extends credit to Customer, payment terms are net 30, L.P.C. of 1.5%, A.P.R. 18%. Supplier may revoke credit privileges at any time for any reason. Route Service Representatives do not accept payments. The Unit Price for any Goods or Services added during any term of this Agreement shall be at the rate in effect for those Goods or Services at the time added. Unit Prices for Goods and Services do not include charges for, and Customer agrees to pay Supplier's invoices which include, sales tax and processing, emblems, Special Order Goods Charge, inventory maintenance, budget protection, environmental, energy, fuel, nonstandard sizing, minimums, or other similar standard recurring charges. The energy and environmental charges are not a tax or charge from any governmental agency.

4. **Rate Adjustments.** Supplier shall have the right once annually to automatically increase the Unit Prices and charges then in effect by the amount of the increase in the Consumer Price Index for the previous 12 months or 5%, whichever is greater. Supplier shall also have the right to increase its then-current Unit Prices by more than the annual price increase at any time by notifying Customer in writing (which may be by an invoice reflecting the price increase). Customer may object to such additional price increase by notifying Supplier in writing within 10 days of the first invoice to reflect the increase. If Supplier receives timely notice of the objection, Supplier may either reverse the price increase or cancel this Agreement upon 90 day written notice of cancellation to Customer. If Supplier does not receive timely notice of the objection, Customer shall be bound by the price increase.

5. **Unreturned or Damaged Goods.** All Goods in stock and/or in service under this Agreement shall remain Supplier's sole property. Customer may return Goods (except Special Order Goods) supplied for persons that Customer no longer employs during the term of this Agreement. Upon expiration or cancellation of this Agreement, Customer shall return all Goods (except Special Order Goods) to Supplier in a good, usable condition (reasonable wear and tear excepted). Customer shall pay Supplier's standard replacement charges then in effect at the time of such expiration or cancellation for all Goods that Customer loses, fails to return, or returns in a damaged condition, i.e., abused, torn, burned, acid-eaten, or stained. Budget protection does not cover Goods that Customer fails to return or returns in a damaged condition in conjunction with cancellation or expiration of this Agreement.

6. **Special Order Goods.** The term "Special Order Goods" means all Goods that are specially manufactured for Customer. Special Order Goods include, but are not limited to, all non-stock Goods and all Goods (including flame-resistant and high visibility garments, mat and cabinets) with: (i) direct embroidery or silk screening; (ii) non-standard style, sizing (e.g., tall or long), color, striping, material, or emblem size and/or placement; and/or (iii) any other non-standard alteration, customization, or personalization (e.g., Customer specific names, emblems logos, or insignas) that makes the Goods not reusable by Supplier. Customer agrees to pay either a Special Order Goods Charge for all Special Order Goods in service under this Agreement or the replacement charge then in effect for any Special Order Goods that are removed from service for any reason (including expriation or cancellation of this Agreement). Budget protection does not cover Special Order Goods.

7. **Remedies.** Customer acknowledges that early cancellation of this Agreement will cause Supplier a loss of revenue and profits in amounts that are difficult to estimate accurately. If this Agreement is cancelled for any reason prior to the end of the then current term (except for cancellation by Supplier under Section 4 of this Agreement), Customer shall pay Supplier 50% of the average weekly recurring charges during the 26 weeks preceding such cancellation (or such lesser number of weeks as have actually elapsed during the term, and if service has not commenced, the anticipated initial weekly charges) times the number of weeks remaining in the balance of the term, plus all replacement charges and all other accrued and unpaid charges, as liquidated damages and not as a penalty. The parties acknowledge that such damages are a reasonable forecast of Supplier's actual losses resulting from early cancellation.

8. **Venue; Applicable Law.** This Agreement shall be governed, interpreted, and enforced according to the laws of the State of Missouri without regard to conflict of laws rules. Customer and Supplier submit to the exclusive jurisdiction of and venue in the Missouri state courts located in the City of St. Louis, Missouri, or the United States District Court for the Eastern District of Missouri for purposes of any suit arising out of or relating to this Agreement. The parties hereby waive trial by jury in any proceeding arising out of or in any way connected to this Agreement. Customer shall pay all attorneys' fees, expert witness fees, and other expenses and costs Supplier incurs in prosecuting or defending any lawsuit arising out of this Agreement or out of Supplier's Goods or Services, or in collecting any amount owed under this Agreement.

9. **Assignment.** This Agreement is binding upon any successors or assigns of the parties, and the respective parties shall so inform any such successor or assign. Supplier may assign this Agreement without the consent of Customer. On such assignment being made, Supplier is relieved from any liability which may thereafter arise.

10. **Disclaimer.** Unless otherwise specified in writing, Supplier does not represent or warrant that any Goods supplied under this Agreement are flame-resistant and/or flame-retardant, adequate for Customer's use or intended use, or, regarding visibility garments, adequately visible or conspicuous. Customer acknowledges that the items rented under this Agreement are not designed or intended for use in areas of flammability risk or where contact with ignition sources or hazardous materials is possible. Customer acknowledges that Supplier makes no representation, warranty or covenant regarding the visibility performance of any reflective Goods and that reflective properties may be reduced or ultimately lost through laundering. Customer agrees that Customer has selected the Goods and is responsible for determining their appropriateness and for the safe and proper use of the Goods. Customer represents and warrants and shall ensure that soiled textiles delivered or returned to Supplier contain no free-flowing liquids or hazardous materials harmful to Supplier's employees, equipment, environment, or other business-related assets. Customer agrees to indemnify, hold harmless, and defend Supplier and Supplier's affiliates and each of their officers, directors, shareholder(s), members, employees, agents, or attorneys from and against any claims, damages, liabilities, costs of remediation, or expenses arising out of or associated with Customer's use of or acts or omissions related to the Goods (including, without limit, defective Goods), any obligations arising under an agreement with a third party, or breach of this Agreement by Customer, including, without limit, any breach of a Customer representation or warranty. SUPPLIER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY WARRANTY OF MERCHANTABILITY; WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WARRANTY OF TITLE; OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. Notwithstanding anything in this Agreement to the contrary, in no event will Supplier or Supplier's affiliates or each of their officers, directors, shareholder(s), members, employees, agents, or attorneys be liable to Customer for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including lost profits, loss of use, business interruption damages or loss of opportunity costs), regardless of the form of action, damage claim, liability, costs expense, or loss, whether in contract, statute, tort, (including but not limited to, negligence and strict liability), or otherwise.

11. **Notice.** The notices required or to be given under this Agreement must be in writing and sent by certified U.S. Mail, return receipt requested.

12. **Miscellaneous.** This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and all prior negotiations and oral or written communications or agreements between the parties concerning the subject matter hereof are superseded hereby. This Agreement may not be amended except in writing signed by both Supplier and Customer, provided, however, that any additional Goods or Services which Customer requests orally or in writing as reflected in Supplier's invoices shall be added as additional Goods and Services under this Agreement in the quantity and frequency and at the Unit Prices set forth in such invoice(s). No waiver by Supplier of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Supplier. No failure by Supplier to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. Customer represents and warrants that nothing in this Agreement violates or interferes with Customer's obligations under a contract with any third party.

Customer	**Supplier: Clean Uniform Company**	
By _____	**By** _____	**By** _____
Customer Authorized Signature	Supplier Authorized Signature	Supplier General Manager
_____	_____	_____
Print Name and Title	Print Name and Title	Print Name and Title
_____	_____	_____
Date	Date	Date

RENTAL AGREEMENT

This agreement is made and entered into between Red Baker Propane, Inc., 9005 S. Sunnylane Rd, Moore, Oklahoma, herein-after referred to as Company, and the undersigned, herein-after referred to as Customer.

Exhibit attached here to and made part of this agreement.

Date March 17, 2023 for 2023-2024 Year 8-20-23 to 8-20-24

Name Lakeview Elementary Address 3310 108 Ave NE, Norman OK 73026

Phone 366-5963 DLN _____ Location 108 Ave NE & E Lindsey Rd

1/4 S on W side.

Size of Tank 3-1000# Make of Tank American Welding & Tank

Serial# 6SF 032306 \ 6SF 032308 \ 6SF 032323 Rental Charge 125.00

Oklahoma# 238890 \ 238891 \ 238892 Tax Exempt

Year 2012 Total 125.00 Per Year

Purchase Price N/A Delivery Price _____

Test Run on lines: Yes ☑ No ☐ Tank Hooked up by Company: Yes ☑ No ☐

The following represents the entire agreement between the undersigned as the party renting the propane tank, hereinafter referred to as the "Customer", and the party from whom the tank is being rented, who will be referred to as the "Company".

The Customer, by signing this Agreement signifies that he understands that the relationship between himself and the Company is that of bailee and bailor, and the Customer is not and shall not be for any purpose whatsoever, the agent, servant or employee of the Company when this Agreement is signed.

The Customer further agrees that said agreement may be automatically extended from year to year by paying yearly rental sum in advance on or before the agreement date of each year hereinafter.

The Customer agrees that said propane gas tank and all equipment pertaining thereto shall be returned in the same condition as it was when delivered to him, natural wear and tear excepted.

The Customer agrees to indemnify and hold harmless the Company from any and all damages which may occur to said tank either by reason of same being stolen while in his possession, damaged or upset, or any other manner. The Customer understands this is definite liability on his part regardless of whether or not the accident or theft occurs as a result of his negligence or the negligence of any other party.

The Customer agrees that said propane tank shall remain the property of the Company unless and until said Customer decides to exercise an option to purchase said tank. In the event said Customer or the Company cancels said rental agreement there will be no refunds on tank rental or propane gas remaining. Due to Federal DOT regulations, there will be a $100 tank pickup fee due at the time of pickup.

The Customer further agrees to pay a reasonable attorney fee in the event any account or obligation is placed in the hands of any attorney, collection or suit.

The Customer further agrees and understands that the Company reserves the right to cancel any and all agreements between them without notice, and to repossess any and all tanks then in the Customer's possession, without notice, as well in the event that said Customer uses any substance other than propane gas in said tank, or allows any other individual or company to fill said tank with propane gas or any other substance or type of gas or remove propane gas from said tank.

The Customer acknowledges that he has read this agreement carefully, understands the same, and is willing to be bound by the terms thereof.

IN WITNESS THEREOF, the parties have set their hands.

Kara Baker

FOR THE COMPANY

CUSTOMER SIGNATURE

PANCO

Annual Maintenance Agreement

Effective July 1, 2023 – June 30, 2024

PANCO will establish the following status for the Syntronix control system located at **Norman Public Schools**:
Preferred Status – Makes Norman Public Schools a preferred customer. You will have available to you the services below.

- Allows NPS to get the services of PANCO. Many of the components in the system, which is 20 years old now, are obsolete. PANCO has stocked extensively most of these products before they were no longer offered. NPS will now have access to these parts, including software, while our supply lasts.
- Maintain Anti-Virus software
- Provide training for personnel upon request at standard labor rates
- Unlimited phone support for software and hardware troubleshooting
- Standard labor rate of $135/hr.

The duration of this contract is one year. Renewal can be accomplished annually only with the agreement of both parties, PANCO and NPS.

Total monthly maintenance cost ……. $ 550.00

Accepted date _____

Norman Public Schools

By: _____

PANCO

By: _____

17000 SE 91st St. Choctaw, OK 73020 * (405)752-2881

Allied Elevator Services Inc. to provide labor and parts for the following Job specifications:

Perform Category 1 (Annual) Code Required Safety Test with QEI inspector for the following units when notified by Norman Public Schools that Lifts are due for the Code Required Safety Test.

- Garaventa Platform Lift located at Allcott Middle School, 1919 Boyd Street, Norman. OK
- Garaventa Platform Lift located at Irving Middle School, 125 Vicksburg Avenue, Norman, OK
- Garaventa Platform Lift located at Whittier Middle School, 2000 W. Brooks Street, Norman, OK

Work will be performed during regular working hours on regular working days of the elevator trade.

We will perform the above for $425.00 (Four hundred twenty-five dollars) each for a total of $1,575.00 (one thousand five hundred seventy-five dollars).

This price does not include any repairs that may need to occur to pass inspection or re-inspection if needed.

This proposal is valid for Fiscal year July 1, 2022 to June 30, 2023

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond Allied Elevator Services control, making the building or premises in which Allied Elevator Services personnel are working unsafe, Allied Elevator Services reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to Allied Elevator Services material or work on the premises by fire, theft, or otherwise, Purchaser shall compensate us therefore.

It is agreed and understood that Allied Elevator Services is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

Nothing in this agreement shall be construed to mean that Allied Elevator Services assumes any liability of any nature whatsoever arising out of or relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Allied Elevator Services shall NOT be responsible or liable for any damages, claims, suits,

PO Box 58 Newcastle, OK 73065 Office: 405-386-2737
Jenn.Black@AlliedElevatorServices.com

expenses and payments on account of or resulting from any injury, death, or damage to property arising or resulting from the misuse, abuse, or neglect of the equipment herein named

or any other device covered by this contract. It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against Allied Elevator Services.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at Allied Elevator Services usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. ANY CHANGES TO THIS AGREEMENT **MUST** BE MADE IN WRITING AND SIGNED BY BOTH PARTIES.

Premature cancellation of this Agreement or delayed notice of termination shall constitute a material breach of contract and the entire remaining amount of the contract will accelerate and become due to Allied Elevator as liquidated damages. In the event of a sale, lease or other transfer of ownership of the equipment described herein, or the premises in which it is located, Purchaser will provide Allied Elevator with thirty days (30) written notice of this transaction and Purchaser will notify new Purchaser of the existence of this agreement and provide Allied Elevator with the new Purchaser's complete contact information.

Allied Elevator Services reserves the right to terminate the Agreement in its entirety upon thirty days (30) written notice any time due to the Purchaser's breach of contract.

All payments are due within fifteen days (15) of the invoice, unless otherwise stated in the contract written and signed by both parties. Monthly contract Purchaser's invoice due on the first (1st) of each month. Quarterly contract Purchaser's invoice due on the first (1st) of each quarter; January 1, April 1, July 1, October 1. Any payments not current for service accounts will result in stop of service until late payment of $50 and invoice paid. Failure to pay any sum due by Purchaser within sixty days (60) will be a material breach. Any repairs, modernizations, upgrades, etc. will be subject to a 1.5% delinquent payment charge based on the signed agreement for services completed, if not received in fifteen days (15) of invoice unless stated otherwise on contract signed and agreed by both parties. Any returned checks will have an additional fee of $25.00.

Either party may terminate this agreement three (3) months after its inception upon thirty (30) days written notice by certified mail.

Should customer feel their elevator service needs are not being met and wishes to terminate agreement, customer must send Allied Elevator Services a certified letter stating any concerns, complaints, or issues. Once received by Allied Elevator Services, customer must allow sixty (60) days from delivered and signed for letter to correct any concerns, complaints, or issues as stated in the letter. Should these issues not be corrected or addressed Owner may cancel contract after the sixty (60) day period.

NOTICE: BY SIGNING THIS AGREEMENT, YOU ARE AGREEING TO HAVE ANY AND ALL DISPUTES BETWEEN YOU AND ALLIED ELEVATOR SERVICES RESOLVED BY ARIBTRATION AND YOU ARE GIVING UP YOUR RIGHT TO A COURT OR JURY TRIAL AS

WELL AS YOUR RIGHT OF APPEAL. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

Accepted by: _____
(Legal Name of Company)

By: _____
(Signature of Authorized Individual)

Printed Name: _____Date:_____

Billing Address or Email:
_____
_____
_____
_____

Accepted by Allied Elevator Services, Inc.

By: _____
Printed Name: Jennifer Black
Date: March 28, 2022

PO Box 58 Newcastle, OK 73065 Office: 405-386-2737
Jenn.Black@AlliedElevatorServices.com

USFleetTracking

New Order Service Agreement

US Fleet Tracking
2912 NW 156th Street
Edmond, Oklahoma 73013
ph: 405.726.9900
fax: 405.726.9901

Today's Date: January 24, 2023

12 Month Service Agreement: 07/01/2023 (starts) 06/30/2024 (ends)

Account Name: **Norman Public Schools**
Name: **Bradley Coplen**
Address: 425 12th Ave NE
City / St / Zip: Norman OK 73071
Phone: (405) 830-2248
Email: bcoplen@norman.k12.ok.us

This proposal expires after 90 days if unsigned

Rep Name: **Chris Monroe**
Rep E-mail: cmonroe@usft.com
Rep Direct Phone:

Device

ITEM	DESCRIPTION	Qty	PRICE	TOTAL
AT-V4 Plus	AT-V4 Plus hardwired 4G GPS device	**8**	$0.00	$0.00
QWK-V4	4G OBD device	**31**	$0.00	$0.00
			Total	$0.00

Monthly Services

ITEM	DESCRIPTION	Qty	PRICE	TOTAL
Monthly Service $22.49/mo	Monthly Service / $22.49	**39**	$22.49	$742.17
			Total	$742.17

Estimated Shipping Price	**$0.00**
Licensing Fees	**$0.00**
Prepaid Monthly Service Amount	**$0.00**
Prorated Total Amount	**$0.00**
Tax	**$0.00**
Total Amount Due Upon Shipping	**$0.00**

Total Monthly Payment $877.11

Customer agrees that their signature constitutes approval of this New Order Service Agreement ("Agreement") and acceptance of the pricing and terms herein. Initial hardware cost is waived with 12-month continuous service agreement. Customer agrees that payment for any other hardware and/or one-time fee(s) is due upon shipping. Customer shall remit to US Fleet Tracking for regular monthly service either in full upon shipping, or through recurring monthly credit card payments for the term of this Agreement. To release any device(s) from this Agreement, customer agrees to pay the full retail price of the device(s) being released.

Customer further agrees that all devices shall be activated upon shipping and that devices shall not be deactivated before 6/30/2024.

Authorized Signature: _____ Date: _____

Tec-An, Inc.
Technical Environmental Consulting & Analysis

March 10, 2023

Norman Public Schools
131 S. Flood
Norman, OK 73069

RE: Asbestos O&M Program for School Year July 01, 2023 to June 30, 2024

As per your request, the following is a proposal for asbestos services provided by TEC-AN, Inc. We will fulfill the requirement of the AHERA law and act as the Norman School District Asbestos Operations and Maintenance (O&M) program contractor representative. The AHERA law requires schools to set up and continuously maintain an O&M program as long as there are friable (soft) asbestos materials within the District's facilities. The O&M program includes, but is not limited to, record keeping, employee training, equipment, supplies, and performing abatement procedures.

TEC-AN, Inc. proposes to serve as Norman's O&M program representative. A typical SSSD (small scale short duration) task can be accomplished for ***$2,000.00*** each occurrence. Responsibilities of TEC-AN, Inc. under this agreement are as follows:

1. Provide AHERA Trained/State licensed workers.
2. Provide AHERA Trained/State licensed supervisor.
3. Maintain current OSHA required, respirator fit test and other related TEC-AN, Inc. employee records.
4. Maintain current state required written O&M Program and Respirator program.
5. Provide appropriate safety/asbestos abatement equipment.
6. Perform a clean-up of ACM spills, removal of ACM for maintenance or repair purposes and encapsulate or patch ACM areas as directed by Norman School District representative(s).
7. Dispose of ACM at a licensed landfill.
8. Submit monthly DOL report and documentation at the conclusion of a corrective action.
9. Submit work task documentation for facility update book.

This price includes one glove bag removal or one standard disposable bag clean up or a patching/encapsulation of small section of material and removal: No work shall exceed 3 square feet or 3 linear feet under this process. This assumes the work is in the same location/room/facility.

Tec-An, Inc. will conduct a 6 month periodic surveillance of each Norman School district facility that contains ACM or presumed ACM. Submit report for facility update book and any recommended corrective action twice a year. The annual fee to accomplish these inspections is ***$2,500.00***

Please note the **removal fee** is separate from the **yearly service fee.** We are looking forward to continue our working relationship with you as your O&M representative.

Sincerely,

Donald Nist
TEC-AN, Inc.

Approved By: (Norman Public School Representative) Date

Tec-An, Inc / 2517 S. Purdue, OKC, OK 73128 / Ph) 405-681-7076 / Fx) 405-681-7256 / info@tec-an.com / www.tec-an.com

OKLAHOMA DEPARTMENT OF LABOR

O AND M, SSSD, and CLASS III PROGRAM SUBMITTAL

CONTRACTOR: TEC-AN, INC.	**CONTRACTOR LICENSE #:** 110157
CONTRACTOR'S PROGRAM MANAGER: DONALD J. NIST	**CONTRACTOR PHONE #:** (405) 681-7076
OWNER OF FACILITY: NORMAN PUBLIC SCHOOLS	**OWNER'S DESIGNATED PERSON:** RICK HOOVER
NAME OF FACILITY: NORMAN PUBLIC SCHOOLS	**BUILDINGS TO BE INCLUDED:** **(Be specific as to buildings/addresses or areas to be included. Attach list if necessary)** - SEE ATTACHED LIST -
FACILITY ADDRESS: 425 N.E. 12TH STREET NORMAN, OK 73071	
FACILITY PHONE NUMBER: (405) 366-5963	

1. PROCEDURES FOR DESIGNATED PERSON:
   a.) If a fiber release occurs, the Designated Person will isolate the area and notify the Contractor, who will contact the Department of Labor when required.
   b.) The Designated Person will insure workers and building occupants are made aware of the presence and locations of asbestos containing materials. Occupants will be instructed not to disturb asbestos containing materials.
   c.) The Owner's Designated Person will insure that no unlicensed persons will be permitted to conduct any O & M activities.

2. CONTRACTOR'S RESPONSIBILITIES:
   a.) The Contractor will prepare all reports and collect the waste manifests and air monitoring reports to submit to the Department of Labor at the end of any month when work is conducted, within 30 days from the end of the month.
   b.) The Contractor will provide the Designated Person with a copy of the Monthly Reports to be maintained on site as required. The Designated Person will insert the reports into the Management Plan or the Asbestos Activity File and maintain these documents for a period of 30 years.

The Contractor or the Designated Person may contact the DOL when any unusual circumstances occur. The Contractor is ultimately responsible for making required notifications to the DOL.

This Contract is good for a period of One Year (2024) from the date of this Submittal to the Department of Labor.
(Specify "One Time" or "One Year")

Signatures:

Donald J. Nist — 3/10/23

Contractor's Program Manager — Date

Owner's Designated Person — Date

Revised: Jan 2011

Schindler Inspection

SCHINDLER ELEVATOR CORPORATION

2105 Silber Road
Suite 100
Houston, TX 77055-2653
Phone: 918-627-1116
Fax: 918-627-1191

Date: March 20, 2023

Estimate Number: BSCZ-CQ4P8J (2022.5.1)

To:
Norman North Hs
1809 Stubbeman Ave
Norman, OK 73069

Building Name:
Norman Ps Dimensions

Attn: Brandi Haley

EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment Application Description		Rise/Length Openings	Capacity	Speed	Install#
	Norman Ps Dimensions						
	809 N Findlay Norman, OK 73069						
1	Thyssen	Hydraulic Passenger	passenger	2F/0R	2500	125	

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") 2105 Silber Road Suite 100, Houston, TX 77055-2653, and **NORMAN NORTH HS**, 1809 Stubbeman Ave, Norman, OK 73069 ("you") agree as follows:

INSPECTION COVERAGE

We will:

- Periodically examine, lubricate, adjust, and as needed, recommend the repair or replacement of the Equipment
- Report to you any necessary repairs discovered by us in the performance of such inspections
- Upon your request, provide you with a proposal for necessary repairs at our standard billing rates
- Perform safety testing

TESTING OF SAFETY DEVICES

Equipment	Test	Frequency
Hydraulic	Pressure/Relief Valve	Annually

Our testing responsibilities do not include fees or changes imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above, including, but not limited to seismic tests. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

SCHINDLER AHEAD

You will be provided access to the Schindler Ahead tools, which include Schindler Ahead hardware connectivity, Core service in the tier described below, Schindler Actionboard and Actionboard Mobile.

You will also be provided access to the optional Ahead Digital Services as selected and described below.

Schindler Ahead provides remote connectivity to your Equipment. Schindler Ahead will automatically notify us if any connected component or function is operating outside established parameters. When appropriate, we will communicate with you to schedule appropriate service calls. Monitoring will be performed 24/7 and will automatically communicate with our Customer Service Network using dedicated wireless cellular technology. Schindler will make every reasonable effort to maintain wireless connectivity. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

Schindler ActionBoard and ActionBoard Mobile are communication technologies that provide access to real-time information about your equipment including: performance history, reports, push notifications, service call records, unit profiles and more.

Your contract includes the above features as well as the following Core package:

This Agreement does not include Schindler Ahead.

If you would like information on upgrading your Core package, please discuss with your sales rep. The upgraded packages are:

Connect – Schindler's Connect package provides wireless cellular communication from your equipment's controller to Schindler's data network. This allows the Schindler Cube or Schindler SRM to be connected to your equipment 24/7. The Connect package also provides access to the basic features of ActionBoard/Dashboard and ActionBoard Mobile/Dashboard Mobile, giving you real time information on your equipment.

Enhanced – The Enhanced Package includes access to Schindler's Elevated Support Professional Team. This team analyzes information gathered by Schindler Ahead, which improves the reliability of your equipment and improves the response time. The Elevated Support Professional Team can alert you when a shutdown is detected, helps confirm issues remotely, and provides real-time ETAs for technicians en route. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival calls. Under the "No Running on Arrival Guarantee," Schindler will fully cover the cost of any callback during regular hours related to the following situations: Elevator or Escalator Running in normal operation, or running under any of the following special services modes: Independent service, Fireman's service (Phase I or Phase II), or Inspection operation. All other callbacks will be billed as outlined in the service agreement.

Premium – The premium package is our top tier,-and was created for customers requiring the most comprehensive level of service. Our premium package offers the highest level of functionality and support. The Premium tier also includes concierge level assistance for all of your service needs.

Optional Digital Services:

The following digital services are also available:

Digital Alarm – The Schindler Ahead in-car emergency phone service will be added to your digital package. This service includes a reliable digital connection between your existing or new in-car emergency phone and our Schindler Customer Service Network that handles incoming and outgoing emergency calls with passengers in the elevator. To ensure reliability, Schindler Ahead phone service also provides monitoring of this connection. This in-car emergency phone service feature will be added along with the Schindler Core Services, and is

contingent upon code approval by the local authority having jurisdiction. The Schindler Ahead solution must be installed and confirmed by Schindler to be communicating before you proceed with plans to remove or cancel your existing service provider's line for your in-car emergency phone. Schindler will notify you once the Schindler Ahead connection is confirmed. This will ensure there is no disruption with the emergency communications with passengers in the elevator. If proprietary telephone equipment exists, you agree to replace the proprietary hardware with compatible hardware for an additional cost.

_____ Initial Here to add DigitalAlarm for $25 per unit, per month in addition to the subscription price shown in the Price section below

ElevateMe - The Schindler Ahead ElevateMe service, which requires a compatible elevator controller, enables passengers to call an elevator via their personal smartphone. Any smartphone with an Apple iOS or a Google Android operating system, can download the ElevateMe app from the respective app store. Via the app the elevator can be called, and the desired destination floor entered. The smartphone will substitute the typical elevator call via a landing or car operating panel*. Once the service is active, all passengers using the smartphone application can place destination calls. The elevator must be equipped with Schindler Ahead to offer the feature. *The landing and operating panels will remain and work as is.

Scope of Services:
Software update and activation of feature on Schindler Cube
Creation, printing and installation of QR Codes
Commissioning of system, testing and registration via Schindler Ahead Control Center
Permanent Monitoring and support via the Technical Operation Center (TOC)
Regular Over-The-Air Update to ensure reliability and security of the hardware

_____ Initial Here to add ElevateMe for $25 per unit, per month in addition to the subscription price shown in the Price section below

Schindler Ahead, your Core package, and the digital services described in this agreement require Schindler Ahead Connectivity. If your existing unit(s) are not equipped with the Connectivity to enable the selected services, we will provide a separate invoice for this cost. By signing this agreement, you agree to pay the costs associated with this activation. Work shall be performed during our regular working hours of our regular working days. Title to Hardware remains with Schindler. Schindler may replace or modify Hardware at any time. Customer shall promptly provide Schindler access to Hardware and prevent unauthorized access thereto.

HOURS OF SERVICE

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services do not include callbacks during regular or overtime hours. If you authorize services outside the scope of this agreement, or callbacks at any time, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel.

TERM

This Agreement commences on July 01, 2023, and continues until June 30, 2024, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.

PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of $138.00 per month, payable in annual installments of $1,656.00, exclusive of applicable taxes.

This Agreement does not include Schindler Ahead. If you would like to choose a Schindler Ahead tier, please indicate by checking below:

[ ] Upgrade to the Connect Package - $10 per unit, per month addition.
[ ] Upgrade to the Enhance Package - $20 per unit, per month addition.

The packages above are dependent upon applicable equipment type and hardware installation, which will be installed at the owner's expense. Please contact your Schindler Rep for more information.

PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

The annual contract price adjustment will not apply to Schindler Ahead. Schindler reserves the right to make adjustments to the monthly fee for the Schindler Ahead tiers as additional value added features and functionality are added to the selected offering.

PAYMENT OPTIONS

(1) Please select a Method of Payment:

☐ Direct Debit 1% Discount (Attach Copy of voided check)

☐ Credit Card 3% Addition

☐ Visa ☐ MC ☐ AMEX

Number: _____

Expiration Date: _____

Signature: _____

☐ Check

☐ Other: _____

(2) Please select a Payment Frequency (Other than Annual):

☐ Semi-Annual 1% Addition

☐ Quarterly 3% Addition

☐ Monthly 5% Addition

The attached terms and conditions are incorporated herein by reference.
Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:	Accepted:
_____	_____
By: Brandon Schutz	By: _____
For: Schindler Elevator Corporation	For: Norman North Hs
Title: Branch Manager	Title: _____
Date: March 20, 2023	Date: _____

Approved:

_____

By: Brandon Schutz

Title: Branch Manager

Date: _____

TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.

2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed premaintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.

3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.

4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, epidemics, pandemics, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one/half of the remaining amount due under this Agreement.

6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; use of a stopped escalator as a stair; adverse environmental or premises conditions, including but not limited to water damage, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.

7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:

(a) Interest on past due amounts at 1½% per month or the highest legal rate available;
(b) Termination of the Agreement on ten (10) days prior written notice; and
(c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.

10. You will prevent access to the Equipment, including the SA feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SA, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SA output, nor for claims arising from acts or omissions of others in connection with SA or from interruptions of telephone service to SA regardless of cause. You agree, which obligation shall survive this Agreement, that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

(a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
(b) Comprehensive Liability - Up to Two Million Dollars ($2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate $5,000,000.
(c) Auto Liability - $5,000,000 CSL.
(d) Employer's Liability - $5,000,000 Each Accident/Employee/Policy Limit.

13. You hereby authorize us to produce single copies of the EPROM and/or ROM chips for each elevator subject to this Agreement for the sole purpose of archival back-up of the software embodied therein. The duplicate chip(s) for a given elevator shall be identified by serial number, or other means, and shall be stored on the building premises in a secured area in the elevator equipment room or you may retain possession. We agree that back-up chips are not for the benefit of purchase or sale, or for use in other elevator systems, and shall be used for no other purpose than the replacement of a defective or damaged chip on the particular elevator. In the event that your continued possession of the computer program should cease to be rightful, we agree that all such archival copies shall be destroyed.

14. You acknowledge that certain replacement parts, such as printed circuit boards or control related parts, may be difficult to obtain. While we do not anticipate problems or delays obtaining such parts, it may be necessary or desirable for you to order such parts directly from the original equipment manufacturer ("OEM"). You agree, in such event, to order parts promptly from the OEM, at any time and from time to time, as specified by us. We agree to reimburse you for the reasonable cost of such parts (as covered by this Agreement) promptly upon receipt from you of copies of the invoice(s) together with appropriate payment documentation.

15. Should conditions arise requiring use of the OEM diagnostic tool, we will promptly notify you. You agree, in such event, to promptly contact the OEM for diagnostic service and repair. You will be responsible for all costs related to such service and repair. You further agree that we shall not be responsible for any delays, damage, costs or claims associated with you or OEM's failure to timely provide a diagnostic tool, and you will indemnify, defend and hold us harmless from any such delays, damage, cost or claim.

Schindler Inspection

SCHINDLER ELEVATOR CORPORATION

2105 Silber Road
Suite 100
Houston, TX 77055-2653
Phone: 918-627-1116
Fax: 918-627-1191

Date: March 20, 2023

Estimate Number: BSCZ-CQ4PDW (2022.5.1)

To:
Norman North Hs
1809 Stubbeman Ave
Norman, OK 73069

Building Name:
Instructional Services Ctr (re

Attn: Brandi Haley

EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment Application Description		Rise/Length Openings	Capacity	Speed	Install#
		Instructional Services Ctr (re					
		4100 N Flood Ave Norman, OK 73069					
1	Schindler	Hydraulic Passenger	Passenger	2F/0R	2100	100	

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") 2105 Silber Road Suite 100, Houston, TX 77055-2653, and **NORMAN NORTH HS**, 1809 Stubbeman Ave, Norman, OK 73069 ("you") agree as follows:

INSPECTION COVERAGE

We will:

- Periodically examine, lubricate, adjust, and as needed, recommend the repair or replacement of the Equipment
- Report to you any necessary repairs discovered by us in the performance of such inspections
- Upon your request, provide you with a proposal for necessary repairs at our standard billing rates
- Perform safety testing

TESTING OF SAFETY DEVICES

Equipment	Test	Frequency
Hydraulic	Pressure/Relief Valve	Annually

Our testing responsibilities do not include fees or changes imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above, including, but not limited to seismic tests. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

SCHINDLER AHEAD

You will be provided access to the Schindler Ahead tools, which include Schindler Ahead hardware connectivity, Core service in the tier described below, Schindler Actionboard and Actionboard Mobile.

You will also be provided access to the optional Ahead Digital Services as selected and described below.

Schindler Ahead provides remote connectivity to your Equipment. Schindler Ahead will automatically notify us if any connected component or function is operating outside established parameters. When appropriate, we will communicate with you to schedule appropriate service calls. Monitoring will be performed 24/7 and will automatically communicate with our Customer Service Network using dedicated wireless cellular technology. Schindler will make every reasonable effort to maintain wireless connectivity. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

Schindler ActionBoard and ActionBoard Mobile are communication technologies that provide access to real-time information about your equipment including: performance history, reports, push notifications, service call records, unit profiles and more.

Your contract includes the above features as well as the following Core package:

This Agreement does not include Schindler Ahead.

If you would like information on upgrading your Core package, please discuss with your sales rep. The upgraded packages are:

Connect – Schindler's Connect package provides wireless cellular communication from your equipment's controller to Schindler's data network. This allows the Schindler Cube or Schindler SRM to be connected to your equipment 24/7. The Connect package also provides access to the basic features of ActionBoard/Dashboard and ActionBoard Mobile/Dashboard Mobile, giving you real time information on your equipment.

Enhanced – The Enhanced Package includes access to Schindler's Elevated Support Professional Team. This team analyzes information gathered by Schindler Ahead, which improves the reliability of your equipment and improves the response time. The Elevated Support Professional Team can alert you when a shutdown is detected, helps confirm issues remotely, and provides real-time ETAs for technicians en route. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival calls. Under the "No Running on Arrival Guarantee," Schindler will fully cover the cost of any callback during regular hours related to the following situations: Elevator or Escalator Running in normal operation, or running under any of the following special services modes: Independent service, Fireman's service (Phase I or Phase II), or Inspection operation. All other callbacks will be billed as outlined in the service agreement.

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The following digital services are also available:

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contingent upon code approval by the local authority having jurisdiction. The Schindler Ahead solution must be installed and confirmed by Schindler to be communicating before you proceed with plans to remove or cancel your existing service provider's line for your in-car emergency phone. Schindler will notify you once the Schindler Ahead connection is confirmed. This will ensure there is no disruption with the emergency communications with passengers in the elevator. If proprietary telephone equipment exists, you agree to replace the proprietary hardware with compatible hardware for an additional cost.

_____ Initial Here to add DigitalAlarm for $25 per unit, per month in addition to the subscription price shown in the Price section below

ElevateMe - The Schindler Ahead ElevateMe service, which requires a compatible elevator controller, enables passengers to call an elevator via their personal smartphone. Any smartphone with an Apple iOS or a Google Android operating system, can download the ElevateMe app from the respective app store. Via the app the elevator can be called, and the desired destination floor entered. The smartphone will substitute the typical elevator call via a landing or car operating panel*. Once the service is active, all passengers using the smartphone application can place destination calls. The elevator must be equipped with Schindler Ahead to offer the feature. *The landing and operating panels will remain and work as is.

Scope of Services:
Software update and activation of feature on Schindler Cube
Creation, printing and installation of QR Codes
Commissioning of system, testing and registration via Schindler Ahead Control Center
Permanent Monitoring and support via the Technical Operation Center (TOC)
Regular Over-The-Air Update to ensure reliability and security of the hardware

_____ Initial Here to add ElevateMe for $25 per unit, per month in addition to the subscription price shown in the Price section below

Schindler Ahead, your Core package, and the digital services described in this agreement require Schindler Ahead Connectivity. If your existing unit(s) are not equipped with the Connectivity to enable the selected services, we will provide a separate invoice for this cost. By signing this agreement, you agree to pay the costs associated with this activation. Work shall be performed during our regular working hours of our regular working days. Title to Hardware remains with Schindler. Schindler may replace or modify Hardware at any time. Customer shall promptly provide Schindler access to Hardware and prevent unauthorized access thereto.

HOURS OF SERVICE

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services do not include callbacks during regular or overtime hours. If you authorize services outside the scope of this agreement, or callbacks at any time, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel.

TERM

This Agreement commences on July 01, 2023, and continues until June 30, 2024, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.

PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of $138.00 per month, payable in annual installments of $1,656.00, exclusive of applicable taxes.

This Agreement does not include Schindler Ahead. If you would like to choose a Schindler Ahead tier, please indicate by checking below:

[ ] Upgrade to the Connect Package - $10 per unit, per month addition.
[ ] Upgrade to the Enhance Package - $20 per unit, per month addition.

The packages above are dependent upon applicable equipment type and hardware installation, which will be installed at the owner's expense. Please contact your Schindler Rep for more information.

PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

The annual contract price adjustment will not apply to Schindler Ahead. Schindler reserves the right to make adjustments to the monthly fee for the Schindler Ahead tiers as additional value added features and functionality are added to the selected offering.

PAYMENT OPTIONS

(1) Please select a Method of Payment:

☐ Direct Debit 1% Discount (Attach Copy of voided check)

☐ Credit Card 3% Addition

☐ Visa ☐ MC ☐ AMEX

Number: _____

Expiration Date: _____

Signature: _____

☐ Check

☐ Other: _____

(2) Please select a Payment Frequency (Other than Annual):

☐ Semi-Annual 1% Addition

☐ Quarterly 3% Addition

☐ Monthly 5% Addition

The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:	Accepted:
_____	_____
By: Brandon Schutz	By: _____
For: Schindler Elevator Corporation	For: Norman North Hs
Title: Branch Manager	Title: _____
Date: March 20, 2023	Date: _____

Approved:

_____

By: Brandon Schutz

Title: Branch Manager

Date: _____

TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.

2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed premaintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.

3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.

4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, epidemics, pandemics, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one/half of the remaining amount due under this Agreement.

6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; use of a stopped escalator as a stair; adverse environmental or premises conditions, including but not limited to water damage, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.

7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:

(a) Interest on past due amounts at 1½% per month or the highest legal rate available;
(b) Termination of the Agreement on ten (10) days prior written notice; and
(c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.

10. You will prevent access to the Equipment, including the SA feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SA, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SA output, nor for claims arising from acts or omissions of others in connection with SA or from interruptions of telephone service to SA regardless of cause. You agree, which obligation shall survive this Agreement, that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

(a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
(b) Comprehensive Liability - Up to Two Million Dollars ($2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate $5,000,000.
(c) Auto Liability - $5,000,000 CSL.
(d) Employer's Liability - $5,000,000 Each Accident/Employee/Policy Limit.

Schindler Inspection

SCHINDLER ELEVATOR CORPORATION

2105 Silber Road
Suite 100
Houston, TX 77055-2653
Phone: 918-627-1116
Fax: 918-627-1191

Date: March 20, 2023

Estimate Number: BSCZ-CQ4LXF (2022.5.1)

To:
Longfellow Middle School
215 North Ponca Avenue
Norman, OK 73071

Building Name:
Longfellow Middle School

Attn: Brad Coplen

EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment	Application	Description	Rise/Length Openings	Capacity	Speed	Install#
	Longfellow Middle School 215 N Ponca Ave Norman, OK 73071							
1	Schindler	Gearless	Passenger	Passenger	2F/0R	2500	125	

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") 2105 Silber Road Suite 100, Houston, TX 77055-2653, and **LONGFELLOW MIDDLE SCHOOL**, 215 North Ponca Avenue, Norman, OK 73071 ("you") agree as follows:

INSPECTION COVERAGE

We will:

- Periodically examine, lubricate, adjust, and as needed, recommend the repair or replacement of the Equipment
- Report to you any necessary repairs discovered by us in the performance of such inspections
- Upon your request, provide you with a proposal for necessary repairs at our standard billing rates
- Perform safety testing

TESTING OF SAFETY DEVICES

Equipment	Test	Frequency
Gearless	No Load	Annually
Gearless	Full Load	Every 5 years

Our testing responsibilities do not include fees or changes imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above, including, but not limited to seismic tests. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

SCHINDLER AHEAD

You will be provided access to the Schindler Ahead tools, which include Schindler Ahead hardware connectivity, Core service in the tier described below, Schindler Actionboard and Actionboard Mobile.

You will also be provided access to the optional Ahead Digital Services as selected and described below.

Schindler Ahead provides remote connectivity to your Equipment. Schindler Ahead will automatically notify us if any connected component or function is operating outside established parameters. When appropriate, we will communicate with you to schedule appropriate service calls. Monitoring will be performed 24/7 and will automatically communicate with our Customer Service Network using dedicated wireless cellular technology. Schindler will make every reasonable effort to maintain wireless connectivity. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

Schindler ActionBoard and ActionBoard Mobile are communication technologies that provide access to real-time information about your equipment including: performance history, reports, push notifications, service call records, unit profiles and more.

Your contract includes the above features as well as the following Core package:

This Agreement does not include Schindler Ahead.

If you would like information on upgrading your Core package, please discuss with your sales rep. The upgraded packages are:

Connect – Schindler's Connect package provides wireless cellular communication from your equipment's controller to Schindler's data network. This allows the Schindler Cube or Schindler SRM to be connected to your equipment 24/7. The Connect package also provides access to the basic features of ActionBoard/Dashboard and ActionBoard Mobile/Dashboard Mobile, giving you real time information on your equipment.

Enhanced – The Enhanced Package includes access to Schindler's Elevated Support Professional Team. This team analyzes information gathered by Schindler Ahead, which improves the reliability of your equipment and improves the response time. The Elevated Support Professional Team can alert you when a shutdown is detected, helps confirm issues remotely, and provides real-time ETAs for technicians en route. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival calls. Under the "No Running on Arrival Guarantee," Schindler will fully cover the cost of any callback during regular hours related to the following situations: Elevator or Escalator Running in normal operation, or running under any of the following special services modes: Independent service, Fireman's service (Phase I or Phase II), or Inspection operation. All other callbacks will be billed as outlined in the service agreement.

Premium – The premium package is our top tier,-and was created for customers requiring the most comprehensive level of service. Our premium package offers the highest level of functionality and support. The Premium tier also includes concierge level assistance for all of your service needs.

Optional Digital Services:

The following digital services are also available:

Digital Alarm – The Schindler Ahead in-car emergency phone service will be added to your digital package. This service includes a reliable digital connection between your existing or new in-car emergency phone and our Schindler Customer Service Network that handles incoming and outgoing emergency calls with passengers in the elevator. To ensure reliability, Schindler Ahead phone service also provides monitoring of this connection. This in-car emergency phone service feature will be added along with the Schindler Core Services, and is contingent upon code approval by the local authority having jurisdiction. The Schindler Ahead solution must be installed and confirmed by Schindler to be communicating before you proceed with plans to remove or cancel your existing service provider's line for your in-car emergency phone. Schindler will notify you once the Schindler Ahead connection is confirmed. This will ensure there is no disruption with the emergency communications with passengers in the elevator. If proprietary telephone equipment exists, you agree to replace the proprietary hardware with compatible hardware for an additional cost.

_____ Initial Here to add DigitalAlarm for $25 per unit, per month in addition to the subscription price shown in the Price section below

ElevateMe - The Schindler Ahead ElevateMe service, which requires a compatible elevator controller, enables passengers to call an elevator via their personal smartphone. Any smartphone with an Apple iOS or a Google Android operating system, can download the ElevateMe app from the respective app store. Via the app the elevator can be called, and the desired destination floor entered. The smartphone will substitute the typical elevator call via a landing or car operating panel*. Once the service is active, all passengers using the smartphone application can place destination calls. The elevator must be equipped with Schindler Ahead to offer the feature. *The landing and operating panels will remain and work as is.

Scope of Services:
Software update and activation of feature on Schindler Cube
Creation, printing and installation of QR Codes
Commissioning of system, testing and registration via Schindler Ahead Control Center
Permanent Monitoring and support via the Technical Operation Center (TOC)
Regular Over-The-Air Update to ensure reliability and security of the hardware

_____ Initial Here to add ElevateMe for $25 per unit, per month in addition to the subscription price shown in the Price section below

Schindler Ahead, your Core package, and the digital services described in this agreement require Schindler Ahead Connectivity. If your existing unit(s) are not equipped with the Connectivity to enable the selected services, we will provide a separate invoice for this cost. By signing this agreement, you agree to pay the costs associated with

this activation. Work shall be performed during our regular working hours of our regular working days. Title to Hardware remains with Schindler. Schindler may replace or modify Hardware at any time. Customer shall promptly provide Schindler access to Hardware and prevent unauthorized access thereto.

HOURS OF SERVICE

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services do not include callbacks during regular or overtime hours. If you authorize services outside the scope of this agreement, or callbacks at any time, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel.

TERM

This Agreement commences on July 01, 2023, and continues until June 30, 2024, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.

PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of $230.00 per month, payable in annual installments of $2,760.00, exclusive of applicable taxes.

This Agreement does not include Schindler Ahead. If you would like to choose a Schindler Ahead tier, please indicate by checking below:

[ ] Upgrade to the Connect Package - $10 per unit, per month addition.
[ ] Upgrade to the Enhance Package - $20 per unit, per month addition.

The packages above are dependent upon applicable equipment type and hardware installation, which will be installed at the owner's expense. Please contact your Schindler Rep for more information.

PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

The annual contract price adjustment will not apply to Schindler Ahead. Schindler reserves the right to make adjustments to the monthly fee for the Schindler Ahead tiers as additional value added features and functionality are added to the selected offering.

PAYMENT OPTIONS

(1) Please select a Method of Payment:

☐ Direct Debit 1% Discount (Attach Copy of voided check)

☐ Credit Card 3% Addition

☐ Visa ☐ MC ☐ AMEX

Number: _____

Expiration Date: _____

Signature: _____

☐ Check

☐ Other: _____

(2) Please select a Payment Frequency (Other than Annual):

☐ Semi-Annual 1% Addition

☐ Quarterly 3% Addition

☐ Monthly 5% Addition

The attached terms and conditions are incorporated herein by reference.
Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:	Accepted:
_____	_____
By: Brandon Schutz	By: _____
For: Schindler Elevator Corporation	For: Longfellow Middle School
Title: Branch Manager	Title: _____
Date: March 20, 2023	Date: _____

Approved:

_____

By: Brandon Schutz

Title: Branch Manager

Date: _____

TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.

2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed premaintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.

3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.

4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, epidemics, pandemics, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one/half of the remaining amount due under this Agreement.

6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; use of a stopped escalator as a stair; adverse environmental or premises conditions, including but not limited to water damage, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.

7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:

(a) Interest on past due amounts at 1½% per month or the highest legal rate available;
(b) Termination of the Agreement on ten (10) days prior written notice; and
(c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.

10. You will prevent access to the Equipment, including the SA feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SA, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SA output, nor for claims arising from acts or omissions of others in connection with SA or from interruptions of telephone service to SA regardless of cause. You agree, which obligation shall survive this Agreement, that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

(a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
(b) Comprehensive Liability - Up to Two Million Dollars ($2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate $5,000,000.
(c) Auto Liability - $5,000,000 CSL.
(d) Employer's Liability - $5,000,000 Each Accident/Employee/Policy Limit.

Schindler Inspection

SCHINDLER ELEVATOR CORPORATION

2105 Silber Road
Suite 100
Houston, TX 77055-2653
Phone: 918-627-1116
Fax: 918-627-1191

Date: March 20, 2023

Estimate Number: BSCZ-CQ4PBF (2022.5.1)

To:
Norman North Hs
1809 Stubbeman Ave
Norman, OK 73069

Building Name:
Norman North Hs

Attn: Brandi Haley

EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment Application Description	Rise/Length Openings	Capacity	Speed	Install#
	Norman North Hs 1809 Stubbeman Ave Norman, OK 73069					
1	Schindler	Gearless Passenger Passenger	2F/0R	3000	150	

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") 2105 Silber Road Suite 100, Houston, TX 77055-2653, and **NORMAN NORTH HS**, 1809 Stubbeman Ave, Norman, OK 73069 ("you") agree as follows:

INSPECTION COVERAGE

We will:

- Periodically examine, lubricate, adjust, and as needed, recommend the repair or replacement of the Equipment
- Report to you any necessary repairs discovered by us in the performance of such inspections
- Upon your request, provide you with a proposal for necessary repairs at our standard billing rates
- Perform safety testing

TESTING OF SAFETY DEVICES

Equipment	Test	Frequency
Gearless	No Load	Annually
Gearless	Full Load	Every 5 years

Our testing responsibilities do not include fees or changes imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above, including, but not limited to seismic tests. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

SCHINDLER AHEAD

You will be provided access to the Schindler Ahead tools, which include Schindler Ahead hardware connectivity, Core service in the tier described below, Schindler Actionboard and Actionboard Mobile.

You will also be provided access to the optional Ahead Digital Services as selected and described below.

Schindler Ahead provides remote connectivity to your Equipment. Schindler Ahead will automatically notify us if any connected component or function is operating outside established parameters. When appropriate, we will communicate with you to schedule appropriate service calls. Monitoring will be performed 24/7 and will automatically communicate with our Customer Service Network using dedicated wireless cellular technology. Schindler will make every reasonable effort to maintain wireless connectivity. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

Schindler ActionBoard and ActionBoard Mobile are communication technologies that provide access to real-time information about your equipment including: performance history, reports, push notifications, service call records, unit profiles and more.

Your contract includes the above features as well as the following Core package:

This Agreement does not include Schindler Ahead.

If you would like information on upgrading your Core package, please discuss with your sales rep. The upgraded packages are:

Connect – Schindler's Connect package provides wireless cellular communication from your equipment's controller to Schindler's data network. This allows the Schindler Cube or Schindler SRM to be connected to your equipment 24/7. The Connect package also provides access to the basic features of ActionBoard/Dashboard and ActionBoard Mobile/Dashboard Mobile, giving you real time information on your equipment.

Enhanced – The Enhanced Package includes access to Schindler's Elevated Support Professional Team. This team analyzes information gathered by Schindler Ahead, which improves the reliability of your equipment and improves the response time. The Elevated Support Professional Team can alert you when a shutdown is detected, helps confirm issues remotely, and provides real-time ETAs for technicians en route. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival calls. Under the "No Running on Arrival Guarantee," Schindler will fully cover the cost of any callback during regular hours related to the following situations: Elevator or Escalator Running in normal operation, or running under any of the following special services modes: Independent service, Fireman's service (Phase I or Phase II), or Inspection operation. All other callbacks will be billed as outlined in the service agreement.

Premium – The premium package is our top tier,-and was created for customers requiring the most comprehensive level of service. Our premium package offers the highest level of functionality and support. The Premium tier also includes concierge level assistance for all of your service needs.

Optional Digital Services:

The following digital services are also available:

Digital Alarm – The Schindler Ahead in-car emergency phone service will be added to your digital package. This service includes a reliable digital connection between your existing or new in-car emergency phone and our Schindler Customer Service Network that handles incoming and outgoing emergency calls with passengers in the elevator. To ensure reliability, Schindler Ahead phone service also provides monitoring of this connection. This in-car emergency phone service feature will be added along with the Schindler Core Services, and is contingent upon code approval by the local authority having jurisdiction. The Schindler Ahead solution must be installed and confirmed by Schindler to be communicating before you proceed with plans to remove or cancel your existing service provider's line for your in-car emergency phone. Schindler will notify you once the Schindler Ahead connection is confirmed. This will ensure there is no disruption with the emergency communications with passengers in the elevator. If proprietary telephone equipment exists, you agree to replace the proprietary hardware with compatible hardware for an additional cost.

_____ Initial Here to add DigitalAlarm for $25 per unit, per month in addition to the subscription price shown in the Price section below

ElevateMe - The Schindler Ahead ElevateMe service, which requires a compatible elevator controller, enables passengers to call an elevator via their personal smartphone. Any smartphone with an Apple iOS or a Google Android operating system, can download the ElevateMe app from the respective app store. Via the app the elevator can be called, and the desired destination floor entered. The smartphone will substitute the typical elevator call via a landing or car operating panel*. Once the service is active, all passengers using the smartphone application can place destination calls. The elevator must be equipped with Schindler Ahead to offer the feature. *The landing and operating panels will remain and work as is.

Scope of Services:
Software update and activation of feature on Schindler Cube
Creation, printing and installation of QR Codes
Commissioning of system, testing and registration via Schindler Ahead Control Center
Permanent Monitoring and support via the Technical Operation Center (TOC)
Regular Over-The-Air Update to ensure reliability and security of the hardware

_____ Initial Here to add ElevateMe for $25 per unit, per month in addition to the subscription price shown in the Price section below

Schindler Ahead, your Core package, and the digital services described in this agreement require Schindler Ahead Connectivity. If your existing unit(s) are not equipped with the Connectivity to enable the selected services, we will provide a separate invoice for this cost. By signing this agreement, you agree to pay the costs associated with

this activation. Work shall be performed during our regular working hours of our regular working days. Title to Hardware remains with Schindler. Schindler may replace or modify Hardware at any time. Customer shall promptly provide Schindler access to Hardware and prevent unauthorized access thereto.

HOURS OF SERVICE

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services do not include callbacks during regular or overtime hours. If you authorize services outside the scope of this agreement, or callbacks at any time, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel.

TERM

This Agreement commences on July 01, 2023, and continues until June 30, 2024, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.

PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of $230.00 per month, payable in annual installments of $2,760.00, exclusive of applicable taxes.

This Agreement does not include Schindler Ahead. If you would like to choose a Schindler Ahead tier, please indicate by checking below:

[ ] Upgrade to the Connect Package - $10 per unit, per month addition.
[ ] Upgrade to the Enhance Package - $20 per unit, per month addition.

The packages above are dependent upon applicable equipment type and hardware installation, which will be installed at the owner's expense. Please contact your Schindler Rep for more information.

PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

The annual contract price adjustment will not apply to Schindler Ahead. Schindler reserves the right to make adjustments to the monthly fee for the Schindler Ahead tiers as additional value added features and functionality are added to the selected offering.

PAYMENT OPTIONS

(1) Please select a Method of Payment:

☐ Direct Debit 1% Discount (Attach Copy of voided check)

☐ Credit Card 3% Addition

☐ Visa ☐ MC ☐ AMEX

Number: _____

Expiration Date: _____

Signature: _____

☐ Check

☐ Other: _____

(2) Please select a Payment Frequency (Other than Annual):

☐ Semi-Annual 1% Addition

☐ Quarterly 3% Addition

☐ Monthly 5% Addition

The attached terms and conditions are incorporated herein by reference.
Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:	Accepted:
By: Brandon Schutz	By:
For: Schindler Elevator Corporation	For: Norman North Hs
Title: Branch Manager	Title:
Date: March 20, 2023	Date:

Approved:

By: Brandon Schutz

Title: Branch Manager

Date:

TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.

2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed premaintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.

3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.

4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, epidemics, pandemics, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one/half of the remaining amount due under this Agreement.

6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; use of a stopped escalator as a stair; adverse environmental or premises conditions, including but not limited to water damage, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.

7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:

(a) Interest on past due amounts at 1½% per month or the highest legal rate available;
(b) Termination of the Agreement on ten (10) days prior written notice; and
(c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.

10. You will prevent access to the Equipment, including the SA feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SA, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SA output, nor for claims arising from acts or omissions of others in connection with SA or from interruptions of telephone service to SA regardless of cause. You agree, which obligation shall survive this Agreement, that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

(a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
(b) Comprehensive Liability - Up to Two Million Dollars ($2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate $5,000,000.
(c) Auto Liability - $5,000,000 CSL.
(d) Employer's Liability - $5,000,000 Each Accident/Employee/Policy Limit.

Schindler Inspection

SCHINDLER ELEVATOR CORPORATION

2105 Silber Road
Suite 100
Houston, TX 77055-2653
Phone: 918-627-1116
Fax: 918-627-1191

Date: March 20, 2023

Estimate Number: BSCZ-CQ4NXY (2022.5.1)

To:
Norman North Hs
1809 Stubbeman Ave
Norman, OK 73069

Building Name:
Norman North Hs

Attn: Brandi Haley

EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment Application	Description	Rise/Length Openings	Capacity	Speed	Install#
	Norman North High-pac 1800 Stubbeman Norman, OK 73069						
1	Montgomery	Hydraulic Passenger	Passenger	2F/1R	2500	100	

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") 2105 Silber Road Suite 100, Houston, TX 77055-2653, and **NORMAN NORTH HS**, 1809 Stubbeman Ave, Norman, OK 73069 ("you") agree as follows:

INSPECTION COVERAGE

We will:

- Periodically examine, lubricate, adjust, and as needed, recommend the repair or replacement of the Equipment
- Report to you any necessary repairs discovered by us in the performance of such inspections
- Upon your request, provide you with a proposal for necessary repairs at our standard billing rates
- Perform at your request safety tests as required by ASME and local codes at our standard billing rates

SCHINDLER AHEAD

You will be provided access to the Schindler Ahead tools, which include Schindler Ahead hardware connectivity, Core service in the tier described below, Schindler Actionboard and Actionboard Mobile.

You will also be provided access to the optional Ahead Digital Services as selected and described below.

Schindler Ahead provides remote connectivity to your Equipment. Schindler Ahead will automatically notify us if any connected component or function is operating outside established parameters. When appropriate, we will communicate with you to schedule appropriate service calls. Monitoring will be performed 24/7 and will automatically communicate with our Customer Service Network using dedicated wireless cellular technology. Schindler will make every reasonable effort to maintain wireless connectivity. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

Schindler ActionBoard and ActionBoard Mobile are communication technologies that provide access to real-time information about your equipment including: performance history, reports, push notifications, service call records, unit profiles and more.

Your contract includes the above features as well as the following Core package:

This Agreement does not include Schindler Ahead.

If you would like information on upgrading your Core package, please discuss with your sales rep. The upgraded packages are:

Connect – Schindler's Connect package provides wireless cellular communication from your equipment's controller to Schindler's data network. This allows the Schindler Cube or Schindler SRM to be connected to your equipment 24/7. The Connect package also provides access to the basic features of ActionBoard/Dashboard and ActionBoard Mobile/Dashboard Mobile, giving you real time information on your equipment.

Enhanced – The Enhanced Package includes access to Schindler's Elevated Support Professional Team. This team analyzes information gathered by Schindler Ahead, which improves the reliability of your equipment and improves the response time. The Elevated Support Professional Team can alert you when a shutdown is detected, helps confirm issues remotely, and provides real-time ETAs for technicians en route. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival calls. Under the "No Running on Arrival Guarantee," Schindler will fully cover the cost of any callback during regular hours related to the following situations: Elevator or Escalator Running in normal operation, or running under any of the following special services modes: Independent service, Fireman's service (Phase I or Phase II), or Inspection operation. All other callbacks will be billed as outlined in the service agreement.

Premium – The premium package is our top tier,-and was created for customers requiring the most comprehensive level of service. Our premium package offers the highest level of functionality and support. The Premium tier also includes concierge level assistance for all of your service needs.

Optional Digital Services:

The following digital services are also available:

Digital Alarm – The Schindler Ahead in-car emergency phone service will be added to your digital package. This service includes a reliable digital connection between your existing or new in-car emergency phone and our Schindler Customer Service Network that handles incoming and outgoing emergency calls with passengers in the elevator. To ensure reliability, Schindler Ahead phone service also provides monitoring of this connection. This in-car emergency phone service feature will be added along with the Schindler Core Services, and is contingent upon code approval by the local authority having jurisdiction. The Schindler Ahead solution must be installed and confirmed by Schindler to be communicating before you proceed with plans to remove or cancel your existing service provider's line for your in-car emergency phone. Schindler will notify you once the Schindler Ahead connection is confirmed. This will ensure there is no disruption with the emergency communications with passengers in the elevator. If proprietary telephone equipment exists, you agree to replace the proprietary hardware with compatible hardware for an additional cost.

_____ Initial Here to add DigitalAlarm for $25 per unit, per month in addition to the subscription price shown in the Price section below

ElevateMe - The Schindler Ahead ElevateMe service, which requires a compatible elevator controller, enables passengers to call an elevator via their personal smartphone. Any smartphone with an Apple iOS or a Google Android operating system, can download the ElevateMe app from the respective app store. Via the app the elevator can be called, and the desired destination floor entered. The smartphone will substitute the typical

elevator call via a landing or car operating panel*. Once the service is active, all passengers using the smartphone application can place destination calls. The elevator must be equipped with Schindler Ahead to offer the feature. *The landing and operating panels will remain and work as is.

Scope of Services:
Software update and activation of feature on Schindler Cube
Creation, printing and installation of QR Codes
Commissioning of system, testing and registration via Schindler Ahead Control Center
Permanent Monitoring and support via the Technical Operation Center (TOC)
Regular Over-The-Air Update to ensure reliability and security of the hardware

_____ Initial Here to add ElevateMe for $25 per unit, per month in addition to the subscription price shown in the Price section below

Schindler Ahead, your Core package, and the digital services described in this agreement require Schindler Ahead Connectivity. If your existing unit(s) are not equipped with the Connectivity to enable the selected services, we will provide a separate invoice for this cost. By signing this agreement, you agree to pay the costs associated with this activation. Work shall be performed during our regular working hours of our regular working days. Title to Hardware remains with Schindler. Schindler may replace or modify Hardware at any time. Customer shall promptly provide Schindler access to Hardware and prevent unauthorized access thereto.

HOURS OF SERVICE

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services do not include callbacks during regular or overtime hours. If you authorize services outside the scope of this agreement, or callbacks at any time, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel.

TERM

This Agreement commences on July 01, 2023, and continues until June 30, 2024, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.

PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of $140.00 per month, payable in annual installments of $1,680.00, exclusive of applicable taxes.

This Agreement does not include Schindler Ahead. If you would like to choose a Schindler Ahead tier, please indicate by checking below:

[ ] Upgrade to the Connect Package - $10 per unit, per month addition.
[ ] Upgrade to the Enhance Package - $20 per unit, per month addition.

The packages above are dependent upon applicable equipment type and hardware installation, which will be installed at the owner’s expense. Please contact your Schindler Rep for more information.

PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

The annual contract price adjustment will not apply to Schindler Ahead. Schindler reserves the right to make adjustments to the monthly fee for the Schindler Ahead tiers as additional value added features and functionality are added to the selected offering.

PAYMENT OPTIONS

(1) Please select a Method of Payment:

- ☐ Direct Debit — 1% Discount (Attach Copy of voided check)
- ☐ Credit Card — 3% Addition
  - ☐ Visa ☐ MC ☐ AMEX
  - Number: _____
  - Expiration Date: _____
  - Signature: _____
- ☐ Check
- ☐ Other: _____

(2) Please select a Payment Frequency (Other than Annual):

- ☐ Semi-Annual — 1% Addition
- ☐ Quarterly — 3% Addition
- ☐ Monthly — 5% Addition

The attached terms and conditions are incorporated herein by reference.
Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:	Accepted:
_____	_____
By: Brandon Schutz	By: _____
For: Schindler Elevator Corporation	For: Norman North Hs
Title: Branch Manager	Title: _____
Date: March 20, 2023	Date: _____

Approved:

_____

By: Brandon Schutz

Title: Branch Manager

Date: _____

TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.

2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed premaintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.

3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.

4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, epidemics, pandemics, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one/half of the remaining amount due under this Agreement.

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7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:

(a) Interest on past due amounts at 1½% per month or the highest legal rate available;
(b) Termination of the Agreement on ten (10) days prior written notice; and
(c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.

10. You will prevent access to the Equipment, including the SA feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SA, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SA output, nor for claims arising from acts or omissions of others in connection with SA or from interruptions of telephone service to SA regardless of cause. You agree, which obligation shall survive this Agreement, that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

(a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
(b) Comprehensive Liability - Up to Two Million Dollars ($2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate $5,000,000.
(c) Auto Liability - $5,000,000 CSL.
(d) Employer's Liability - $5,000,000 Each Accident/Employee/Policy Limit.

13. You hereby authorize us to produce single copies of the EPROM and/or ROM chips for each elevator subject to this Agreement for the sole purpose of archival back-up of the software embodied therein. The duplicate chip(s) for a given elevator shall be identified by serial number, or other means, and shall be stored on the building premises in a secured area in the elevator equipment room or you may retain possession. We agree that back-up chips are not for the benefit of purchase or sale, or for use in other elevator systems, and shall be used for no other purpose than the replacement of a defective or damaged chip on the particular elevator. In the event that your continued possession of the computer program should cease to be rightful, we agree that all such archival copies shall be destroyed.

14. You acknowledge that certain replacement parts, such as printed circuit boards or control related parts, may be difficult to obtain. While we do not anticipate problems or delays obtaining such parts, it may be necessary or desirable for you to order such parts directly from the original equipment manufacturer ("OEM"). You agree, in such event, to order parts promptly from the OEM, at any time and from time to time, as specified by us. We agree to reimburse you for the reasonable cost of such parts (as covered by this Agreement) promptly upon receipt from you of copies of the invoice(s) together with appropriate payment documentation.

15. Should conditions arise requiring use of the OEM diagnostic tool, we will promptly notify you. You agree, in such event, to promptly contact the OEM for diagnostic service and repair. You will be responsible for all costs related to such service and repair. You further agree that we shall not be responsible for any delays, damage, costs or claims associated with you or OEM's failure to timely provide a diagnostic tool, and you will indemnify, defend and hold us harmless from any such delays, damage, cost or claim.

MEDLEY
EQUIPMENT COMPANY

Quote# 16-2571

PLANNED MAINTENANCE AGREEMENT

Status

AGREEMENT WITH:

Norman Public Schools
COMPANY

101 Triad Village Drive
ADDRESS

Norman | OK | 73071
CITY | ST | ZIP

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

Date 3/28/2023

Equipsoft ACT# 925377

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

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

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

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

Waiting time charged at the hourly rate of _____ Per Hour.

Customer Prefers PM's Done in: ◯ **Mornings** ◯ **Afternoons** **Requested PM Start Date:** _____

Maintain your New Factory Warranty on Your Equipment from Medley by Performing the Recommended Planned Maintenance at the Required Documented Scheduled Intervals, to avoid additional costly repairs.

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

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

Additional Services from Medley:

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

Medley also offers the following:

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

Short and Long Term Rentals Available Upon Request

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

Lift Cyc# _____ **Drive Tire Size** _____ **Steer** _____

Qty	Make	Model	Serial	Location	PM Rate	30/60/90
1	GENIE	Z45	TZ5006-0003345		$99.00	180
1	UTILIEV	UT25P	A2811305867R		$99.00	180
1	JLG	3246ES	0200197		$99.00	180
1	JLG	2630ES	02001153187		$99.00	180
1	GENIE	AWP-24	3892-491		$99.00	180
1	BIG JOE	PDI24-T10	370366		$99.00	180
1	YALE	MPB045VGN24T2646	A245N25699T		$99.00	180

Accepted By: _____ **Medley Rep.** Daryl Pollard

Title: _____ **Title:** _____

Memorandum of Agreement
Between
Bethel Baptist Church and Norman Public Schools

For The Use of Facilities/Equipment as Emergency Evacuation Site for Students

This Memorandum of Agreement ("Agreement") is made and entered into by and between Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools ("NPS"), and **BETHEL BAPTIST CHURCH** collectively—the Parties.

BETHEL BAPTIST CHURCH, under its authority, authorizes the use of its facilities, equipment, and parking lots, to be used by NPS as an evacuation site during a disaster or crisis.

To help fulfill its role of preparing for and providing immediate response to disasters, **BETHEL BAPTIST CHURCH**, located at 1717 W. Lindsey St, Norman, OK 73069 agrees to assist NPS by providing an emergency evacuation site for students, faculty, and visitors who must evacuate a Norman Public Schools' campus. NPS shall maintain full responsibility for providing transportation and logistics for students, faculty, and visitors during a campus/district-wide evacuation.

Therefore, it is mutually agreed that the parties will as follows:

1. **BETHEL BAPTIST CHURCH** agrees that its facilities, while meeting its responsibilities to its patrons, will permit, to the extent of its ability and upon request by NPS, the use of its physical facilities by NPS as an emergency evacuation site.

2. NPS agrees that in the event of activation during an emergency or crisis to said facilities it shall exercise and enforce reasonable care in the conduct of its students, faculty, and visitors in such facilities.

3. During an event requiring both evacuation and mass sheltering, NPS will work with **BETHEL BAPTIST CHURCH** personnel to coordinate the utilization of its facilities. Additionally, **BETHEL BAPTIST CHURCH** shall share with NPS specific facility information, such as floor plans and the availability of amenities, for the purpose of expediting operations and logistics in the event of an evacuation.

4. **BETHEL BAPTIST CHURCH** agrees to permit use of its equipment located within its facilities, including, but not limited to, office equipment, tables, chairs, desks, refrigerators and freezers. **BETHEL BAPTIST CHURCH** agrees to provide and replenish normal and customary consumables and maintenance supplies, including, but not limited to, paper towels, toilet paper and garbage bags during NPS's use of the facilities. NPS agrees to reimburse **BETHEL BAPTIST CHURCH** for the cost of such consumables and supplies.

5. **BETHEL BAPTIST CHURCH** and NPS each agree to designate a primary and an alternate contact person who shall act as that party's primary point of contact and as their representatives in the event of a public safety emergency. Each party will provide the other with its representative's office phone numbers, cell phone numbers, home phone numbers, fax numbers and email addresses. This information shall be updated as necessary to ensure that contact information is current and accurate at all times.

6. **BETHEL BAPTIST CHURCH** agrees to provide normal maintenance of its facilities during NPS's use and occupancy for such items as heating and air conditioning, maintenance of restroom facilities, disposal of waste, cleanliness of the building, etc.

7. NPS shall designate a representative on site at **BETHEL BAPTIST CHURCH** during any public safety emergency or training exercise who will act as NPS's representative to answer questions of **BETHEL BAPTIST CHURCH** and to meet with **BETHEL BAPTIST CHURCH**'s designated representative periodically to evaluate the necessity for continuation of operations and to resolve operational concerns. NPS shall provide health and/or security personnel during its use of the facility and shall be solely responsible for crowd control and the safety and security of persons taking shelter therein.

This Memorandum of Agreement shall be effective as of the ____ day of _____, 2023 upon approval by **BETHEL BAPTIST CHURCH** and Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools and shall remain in effect from the date the Agreement is assigned or until either party chooses to terminate. Written notice of intent to terminate this Agreement must be given 60 days prior to termination date.

IN WITNESS WHEREOF, NPS and **BETHEL BAPTIST CHURCH** have executed this Agreement on the day and year written below.

3-22-23

Representative Signature Date

BRIAN DICKINSON

Representative Name (Please Print)

President Date
Board of Education

ATTEST:

Clerk, Board of Education Date

Memorandum of Agreement
Between
Cross Pointe Church and Norman Public Schools

For The Use of Facilities/Equipment as Emergency Evacuation Site for Students

This Memorandum of Agreement ("Agreement") is made and entered into by and between Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools ("NPS"), and **CROSS POINTE CHURCH** collectively—the Parties.

CROSS POINTE CHURCH, under its authority, authorizes the use of its facilities, equipment, and parking lots, to be used by NPS as an evacuation site during a disaster or crisis.

To help fulfill its role of preparing for and providing immediate response to disasters, **CROSS POINTE CHURCH,** located at 2601 24TH AVE SE, Norman, OK 73071 agrees to assist NPS by providing an emergency evacuation site for students, faculty, and visitors who must evacuate a Norman Public Schools' campus. NPS shall maintain full responsibility for providing transportation and logistics for students, faculty, and visitors during a campus/district-wide evacuation.

Therefore, it is mutually agreed that the parties will as follows:

1. **CROSS POINTE CHURCH** agrees that its facilities, while meeting its responsibilities to its patrons, will permit, to the extent of its ability and upon request by NPS, the use of its physical facilities by NPS as an emergency evacuation site.

2. NPS agrees that in the event of activation during an emergency or crisis to said facilities it shall exercise and enforce reasonable care in the conduct of its students, faculty, and visitors in such facilities.

3. During an event requiring both evacuation and mass sheltering, NPS will work with **CROSS POINTE CHURCH** personnel to coordinate the utilization of its facilities. Additionally, **CROSS POINTE CHURCH** shall share with NPS specific facility information, such as floor plans and the availability of amenities, for the purpose of expediting operations and logistics in the event of an evacuation.

4. **CROSS POINTE CHURCH** agrees to permit use of its equipment located within its facilities, including, but not limited to, office equipment, tables, chairs, desks, refrigerators and freezers. **CROSS POINTE CHURCH** agrees to provide and replenish normal and customary consumables and maintenance supplies, including, but not limited to, paper towels, toilet paper and garbage bags during NPS's use of the facilities. NPS agrees to reimburse **CROSS POINTE CHURCH** for the cost of such consumables and supplies.

5. **CROSS POINTE CHURCH** and NPS each agree to designate a primary and an alternate contact person who shall act as that party's primary point of contact and as their representatives in the event of a public safety emergency. Each party will provide the other with its representative's office phone numbers, cell phone numbers, home phone numbers, fax numbers and email addresses. This information shall be updated as necessary to ensure that contact information is current and accurate at all times.

6. **CROSS POINTE CHURCH** agrees to provide normal maintenance of its facilities during NPS's use and occupancy for such items as heating and air conditioning, maintenance of restroom facilities, disposal of waste, cleanliness of the building, etc.

7. NPS shall designate a representative on site at **CROSS POINTE CHURCH** during any public safety emergency or training exercise who will act as NPS's representative to answer questions of **CROSS POINTE CHURCH** and to meet with **CROSS POINTE CHURCH's** designated representative periodically to evaluate the necessity for continuation of operations and to resolve operational concerns. NPS shall provide health and/or security personnel during its use of the facility and shall be solely responsible for crowd control and the safety and security of persons taking shelter therein.

This Memorandum of Agreement shall be effective as of the ____ day of _____, 2023 upon approval by **CROSS POINTE CHURCH** and Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools and shall remain in effect from the date the Agreement is assigned or until either party chooses to terminate. Written notice of intent to terminate this Agreement must be given 60 days prior to termination date.

IN WITNESS WHEREOF, NPS and **CROSS POINTE CHURCH** have executed this Agreement on the day and year written below.

Cheryl Vesely 3-15-23
Representative Signature Date

Cheryl Vesely
Representative Name (Please Print)

_____
President Date
Board of Education

ATTEST:

_____
Clerk, Board of Education Date

Memorandum of Agreement
Between
Wildwood Community Church and Norman Public Schools

For The Use of Facilities/Equipment as Emergency Evacuation Site for Students

This Memorandum of Agreement ("Agreement") is made and entered into by and between Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools ("NPS"), and **WILDWOOD COMMUNITY CHURCH** collectively—the Parties.

WILDWOOD COMMUNITY CHURCH, under its authority, authorizes the use of its facilities, equipment, and parking lots, to be used by NPS as an evacuation site during a disaster or crisis.

To help fulfill its role of preparing for and providing immediate response to disasters, **WILDWOOD COMMUNITY CHURCH,** located at 1501 24TH AVE NE, Norman, OK 73071 agrees to assist NPS by providing an emergency evacuation site for students, faculty, and visitors who must evacuate a Norman Public Schools' campus. NPS shall maintain full responsibility for providing transportation and logistics for students, faculty, and visitors during a campus/district-wide evacuation.

Therefore, it is mutually agreed that the parties will as follows:

1. **WILDWOOD COMMUNITY CHURCH** agrees that its facilities, while meeting its responsibilities to its patrons, will permit, to the extent of its ability and upon request by NPS, the use of its physical facilities by NPS as an emergency evacuation site.

2. NPS agrees that in the event of activation during an emergency or crisis to said facilities it shall exercise and enforce reasonable care in the conduct of its students, faculty, and visitors in such facilities.

3. During an event requiring both evacuation and mass sheltering, NPS will work with **WILDWOOD COMMUNITY CHURCH** personnel to coordinate the utilization of its facilities. Additionally, **WILDWOOD COMMUNITY CHURCH** shall share with NPS specific facility information, such as floor plans and the availability of amenities, for the purpose of expediting operations and logistics in the event of an evacuation.

4. **WILDWOOD COMMUNITY CHURCH** agrees to permit use of its equipment located within its facilities, including, but not limited to, office equipment, tables, chairs, desks, refrigerators and freezers. **WILDWOOD COMMUNITY CHURCH** agrees to provide and replenish normal and customary consumables and maintenance supplies, including, but not limited to, paper towels, toilet paper and garbage bags during NPS's use of the facilities. NPS agrees to reimburse **WILDWOOD COMMUNITY CHURCH** for the cost of such consumables and supplies.

5. **WILDWOOD COMMUNITY CHURCH** and NPS each agree to designate a primary and an alternate contact person who shall act as that party's primary point of contact and as their representatives in the event of a public safety emergency. Each party will provide the other with its representative's office phone numbers, cell phone numbers, home phone numbers, fax numbers and email addresses. This information shall be updated as necessary to ensure that contact information is current and accurate at all times.

6. **WILDWOOD COMMUNITY CHURCH** agrees to provide normal maintenance of its facilities during NPS's use and occupancy for such items as heating and air conditioning, maintenance of restroom facilities, disposal of waste, cleanliness of the building, etc.

7. NPS shall designate a representative on site at **WILDWOOD COMMUNITY CHURCH** during any public safety emergency or training exercise who will act as NPS's representative to answer questions of **WILDWOOD COMMUNITY CHURCH** and to meet with **WILDWOOD COMMUNITY CHURCH's** designated representative periodically to evaluate the necessity for continuation of operations and to resolve operational concerns. NPS shall provide health and/or security personnel during its use of the facility and shall be solely responsible for crowd control and the safety and security of persons taking shelter therein.

This Memorandum of Agreement shall be effective as of the 13 day of March, 2023 upon approval by **WILDWOOD COMMUNITY CHURCH** and Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools and shall remain in effect from the date the Agreement is assigned or until either party chooses to terminate. Written notice of intent to terminate this Agreement must be given 60 days prior to termination date.

IN WITNESS WHEREOF, NPS and **WILDWOOD COMMUNITY CHURCH** have executed this Agreement on the day and year written below.

3/13/23

Representative Signature Date

Herschel Thompson

Representative Name (Please Print)

President Date
Board of Education

ATTEST:

Clerk, Board of Education Date

ARTICLE 6: Nondiscrimination/Equal Opportunity

As applicable, the provisions of Exec. Order No. 11,246, as amended by Exec. Order No. 11,375 and Exec. Order No. 11,141 and as supplemented in Department of Labor Regulations (41 C.F.R. Part 60, et. seq.) are incorporated into this Agreement. The Parties represent that all services are provided without discrimination on the basis of race, color, religion, national origin, disability, political beliefs, sex, 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 Assistance Act of 1974, 38 U.S.C.A. §4212.

ARTICLE 7: No Partnership or Joint Venture

Nothing in this Agreement will be construed to create a partnership, joint venture, employer–employee or principal–agent relationship between the Parties, nor will the Parties hold themselves out as having such a relationship. As between the University and NPS, except as specified herein, each has full, complete, absolute, and sole authority and responsibility regarding its own operations; and none shall have any direction or control over the manner in which any other performs its obligations except as specified herein.

ARTICLE 8: Non-exclusivity

The Parties enter into this Agreement on a nonexclusive basis.

ARTICLE 9: Contact Information

For the University:	Name:	Kevin Leach, Director of Campus Safety
	Address:	905 Asp Ave., Room 109B
	Email:	kleach@ou.edu
	Phone:	405-325-5145
All legal notices to University to be sent to:		The Executive Secretary of the Board of Regents of the University of Oklahoma 660 Parrington Oval, Room 119 Norman, OK 73019.
For NPS:	Name:	David Teuscher, Emergency Management Coor.
	Address:	131 S. Flood Ave.
	Email:	dteuscher@normaps.org
	Phone:	405-366-0516

ARTICLE 10: Signatory Authority

Each person signing this Agreement represents that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

ARTICLE 11: Sex Offender Statement

All Parties hereby certify that they do not and will not employ any individual registered under the Sex Offenders Registration Act, 57 O.S. §§ 581, *et seq.*, or the Mary Rippy Violent Crime Offenders Registration Act, 57 O.S. §§ 591, *et seq.* The Parties agree to obtain signed statements from all employees and agents preforming services pursuant to this agreement that such employee or agent is not currently required to register under the provisions of the Sex Offenders Registration Act, 57 O.S. §§ 581, *et seq.*, or the Mary Rippy Violent Crime Offenders Registration Act, 57 O.S. §§ 591, *et seq.*

IN WITNESS WHEREOF, the Parties have executed this Agreement upon the dates appearing below their signature, and the Agreement shall be effective upon the date of last signature herein:

Board of Regents of the University of Oklahoma:

Signature: _____

Printed Name: Kevin Leach

Title: Director of Campus Safety

Date: 4/7/23

Independent School District No. 29 of Cleveland County, Oklahoma

Signature: _____

Printed Name: _____

Title: _____

Date: _____

FP Finance

ORIGINAL

AGREEMENT NO.: 1461264

CUSTOMER ("YOU") INFORMATION

FULL LEGAL NAME: INDEPENDENT SCHOOL DISTRICT 29 CLEVELAND COUNTY

CUSTOMER'S ADDRESS: 4100 N FLOOD, NORMAN, OKLAHOMA 73069

EQUIPMENT INFORMATION

QTY	TYPE, MAKE, MODEL NUMBER AND INCLUDED ACCESSORIES	SERIAL NO.
___	SEE ATTACHED EQUIPMENT SCHEDULE	
___		

☐ SEE SCHEDULE

EQUIPMENT LOCATION: _____

TERM IN MONTHS: 60 MONTHLY PAYMENT AMOUNT: $1395.20 (PLUS TAX) SECURITY DEPOSIT: $_____

PURCHASE OPTION*: FAIR MARKET VALUE

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now provide you the equipment and/or software referenced herein ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of $99.50. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars ($26.00); or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance.

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

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

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

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

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

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

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

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignees, if applicable, against any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

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

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

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice, at least 90 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 6% of the price of the Equipment.

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

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

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

Owner ("we", "us"): FP Finance

Signature: _____ Date: 6/28/19

Print Name & Title: _____

Customer: (As Stated Above)

Signature: _____ Date: 5/28/19

Print Name & Title: Linda [illegible] Board President

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

SIGNATURE: X PRINT NAME: DATE:

EQUIPMENT SCHEDULE

AGREEMENT NO.:

DESCRIPTION OF EQUIPMENT

TYPE, MAKE, MODEL NUMBER AND INCLUDED ACCESSORIES	SERIAL NO.
PONEBULK- PostbaseOne Bulk Tank,	
PONEFEEDSEAL - Postbase One Feeder/Moistner/Power Sealer	
PONEDS - Postbase One Dynamic Scale	
PONEAA- Postbase One Attribute Package	
Postbase One - Standard Pass - Through maintenance - 60 Months	
PONEL - Postbase One - Standard Pass - Through meter rental - 60 Months	
FPI4730EXP - FPI 4730 Expert Inserter w/ 3 Standard Automatic Flex Feed Trays + Catch Tray	
FPI4730EXP Standard Pass- Through maintenance - 60 Months	
EDGE - The EDGE Envelope Press and Media Printer	
DT420 - EDGE Catch Tray	
EDGE Standard Pass - Through maintenance - 60 Months	
FMADVMRDIAPKG - FLEXMAIL Advance License	
FM420002 - FLEXMAIL Advance Annual maintenance - 60 Months	
SV110002 - CASS + NCOA Unlimited Records - 60 Months	
FLEXMAIL PHONE SUPPORT - 60 Months	

VERIFICATION

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

CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE
	X Linda Sexton	Linda Sexton Board President	

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

Customer Agreement

CUSTOMER INFORMATION

Billing Address	
Customer: IND SCHL DIST 29 CLEVELAND CNTY	
Department:	
Street: 4100 N FLOOD	
City: NORMAN	County: CLEVELAND
State: OK	Zip: 73069
Tel: 405-447-6555	Fax:
E-mail: kbauer@norman.k12	
Contact Name: KIM BAUER	
Deliver To: ☑ Dealer ☐ Customer ☐ Fulfilled from Dealer Inventory	
☐ *Existing Customers Only: check box if Billing Address has changed.*	

Shipping & Installation Address *(if different than Billing)*	
Customer:	
Department:	
Street:	
City:	County:
State:	Zip:
Tel:	Fax:
E-mail:	
Contact Name:	
Mailing Address: ☐ Same as Billing	
☐ *Existing Customers Only: check box if Shipping & Install Address has changed.*	

RENTAL INFORMATION

Quantity	Item #	Item Description	Monthly Rate
1	P300C	PostBase ONE Meter*	included
1	UNL	Unlimited Resets	included
1	RGPOST	PostBase RateGuard	included
		*Equipment & Attributes must be purchased separately	
Term of Contract: 60 months*		Total Monthly Payment	$75.00

Rental Billing Delivery *(select one)*
☐ Electronic Billing
☑ Paper Billing
Rental Billing Frequency *(select one)*
☐ Annual Billing
☐ Semi-Annual
☑ Quarterly Billing
Note: If a payment option is not selected, FP will default to Quarterly Paper Billing.

Terms and Conditions: By signing below, I hereby acknowledge and agree that FP's standard shipping rates and the additional terms and conditions available on the FP website at www.fp-usa.com/terms-conditions are applicable to, and incorporated by reference into, this agreement. (If you do not have access to the Internet, please contact FP directly at 800.341.6052 and we will provide you with a copy for your records.) * 36 Month Initial Term will apply unless otherwise indicated above.

CUSTOMER ACCEPTANCE *(please complete all fields)*

Customer Acceptance of Terms		Dealer Information	
Print Name of Authorized Representative: KIM BAUER		Selling Dealer Name: RK BLACK, INC	Dealer #: 7130
Tel: 405-447-6555		Address: 4111 PERIMETER OKC OK 73112	
Tax ID: 73-6021052	State: OK	Tel: 405-943-9800	Fax:
Authorized Signature: X		Sales Representative Name: CLINT COMBS	
Date:		Servicing Dealer Name: RK BLACK, INC.	Svc. Dealer #: 7130

DEALER & INTERNAL USE ONLY

☐ New Customer	☐ Lease Company:	Promo Code:
☑ Upgrade / Model Change	☐ Major Account:	Package Code:
☐ Renewal (no change of equipment)	☐ GSA / State Contract No.:	☐ Price or Terms Exception Approval *(Form Attached)*
☐ Coterminous Add-On:	Master Billing Acct. No.:	☐ USPS® Location: *(CPU Letter Attached)*
☐ Change of Ownership	Master Postage Acct. No.:	☐ Tax-Exempt *(Certificate Attached)*
Existing Account No.: 600047241		

GOVERNMENTAL ENTITIES ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between FP Finance ("we", "us", "our") and Independent School District I-29 ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1461264 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

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

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

GOVERNMENTAL CERTIFICATE

I, THE UNDERSIGNED, HEREBY CERTIFY THAT, AS OF THE DATE OF THE AGREEMENT, (A) THE INDIVIDUAL WHO EXECUTED THE AGREEMENT HAD FULL POWER AND AUTHORITY TO EXECUTE THE AGREEMENT AND (B) THE REPRESENTATIONS SET FORTH ABOVE IN THE PARAGRAPH TITLED "APPLICABLE TO GOVERNMENTAL ENTITIES ONLY" ARE TRUE AND ACCURATE IN ALL MATERIAL RESPECTS.

SIGNATURE: X [signature] NAME & TITLE: Linda Sexton President DATE: 5/22/19

OUR SIGNATURE

FP Finance			
	SIGNATURE	PRINT NAME & TITLE	DATE

RK Black, Inc.

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

Service Agreement

INSTALLED AT				BILL TO			
Company Name	Independent School District 29 Cleveland County			Company Name	same		
Street Address	4100 N Flood	Suite #		Mailing Address	same	Suite #	same
City	Norman	State: OK	Zip: 73069	City	same	State: same	Zip: same
Authorized Signer	Kim Bauer	Email	kbauer@norman.k12.ok.us	Accounts Payable Contact	Kim Bauer	Email	kbauer@norman.k12.ok.us
Phone #	405-447-6555	Fax #	405-573-3555	Phone #	405-447-6555	Fax #	405-573-3555

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

	Initial Connectivity	Up to 6 work stations or 3 hours at no cost at time of installation ($90 / hour thereafter).
	TotalCare Coverage	Includes Parts, Labor, Travel & Toner. Excludes Paper, Staples & Third-party Accessories.
	General Maintenance	Includes Parts, Labor & Travel only. Excludes Supplies & Third-party Accessories.
	Decline Maintenance	Client will pay for Service on a 'per call' basis at standard Parts, Labor & Travel rates.
	Purchase Line Filter	Covers damage from lightning & electrical surges not covered under above programs ($150 ea.)

(Mainframes Only, See Schedule A for Detail)		Product	Base Price	B&W Images		Color Images		Billed
Brand / Model	Serial #	Description	(plus tax)	Included	Overage	Included	Overage	Each
Postbase One Bulk Tank Ink/Print Head		UPTO 250,000 Impressions	Included	0		0		Yearly
Postbase/Inserter Sealant		UPTO 250,000 Envelopes	Included	0		0		Yearly
Postbase Labels		UPTO 15,000 Labels	Included	0		0		Yearly
Edge Black Ink/Print Head		UPTO 250,000 Impressions	Included	0		0		Yearly
Postbase One Bulk Tank Ink			$471.00	0		0		
Postbase/Inserter Sealant			$21.00	0		0		
Postbase Labels(2500 Labels)			$107.00	0		0		
Edge Black and Color Ink			$202.00	0		0		

Note: RK Black will give yearly supplies on July 1st of each year. If supplies are ordered they will be at rates listed

CLIENT Approval	COMPANY Approval
Subject to Service Agreement Terms & Conditions	
By: Linda Sexton (Duly Authorized Signature)	By: (Duly Authorized Signature)
Printed: Linda Sexton Board President	Printed:
Title: Board President	Title: Service Manager
Date: 5/22/19 P.O. #	Date: / /

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

For Internal Use: mfolloww@norman.k12.ok.us

Start Date / / End Date / / Key Operator Michael Followwill

Contract # Lease # Tech # Territory # Manager

SERVICE AGREEMENT TERMS & CONDITIONS

1. AGREEMENT: You appoint us and we accept the appointment to provide the services described in this agreement with respect to the equipment listed on the face of this agreement under "Brand / Model" (the "Equipment"). You agree to all of the terms and conditions included herein and in any invoices that we send you under this agreement, which together are a complete statement of the parties' agreement regarding the Equipment (the "Agreement"). This Agreement will become effective upon signing by the parties.

2. TERM: The term of this Agreement begins on the latter of (i) the date of Equipment delivery to you, or (ii) the date that you sign this Agreement, and continues for 1 year. Upon expiration of any term, this Agreement will automatically renew for an additional 1 year term at prevailing rates in effect at the time of each renewal unless either party provides written notice of termination to the other party at least 30 days before the end of any such term. In the event of termination, you are responsible for providing us a final meter reading so we may issue a final invoice for services. If you do not provide us a final meter reading, you agree to accept our estimate based on your typical usage over the previous six (6) months.

3. YOUR OBLIGATIONS: You agree to maintain the Equipment in a safe, suitable operating environment to include (a) clean, consistent and appropriate power; (b) temperature between 60 & 90 degrees Fahrenheit; (c) relative humidity between 50% & 80%; and (d) a reasonable amount of space for us to make any necessary inspections or repairs. You agree to maintain these conditions at your expense. You agree to (a) allow us access to the Equipment during our normal business hours, 8 am to 5 pm, Monday through Friday, excluding holidays ("Normal Business Hours"); (b) provide accurate Equipment meter readings when requested by us; and (c) to pay us for all services provided under this Agreement.

4. EQUIPMENT INSPECTION: We are responsible for inspecting each item of Equipment within 30 days of assuming service responsibility. If the inspection reveals that any item of Equipment is not in safe or normal operating condition, we will notify you within the next 30 days (or such shorter period as is necessary to avoid material risk of personal injury or property damage), and you will be responsible for bringing that item into safe and normal operating condition. If you request us to do so, we will make necessary repairs in accordance with our standard rates then in effect for such service. We will not be required to provide maintenance services for any item of Equipment that you do not maintain in a safe and normal operating condition.

5. GENERAL MAINTENANCE: If you selected the General Maintenance Plan, we will provide parts, labor, preventative maintenance & travel during our Normal Business Hours. General Maintenance does not include toner, image and fusing kits, paper or staples. If, in our reasonable discretion, the Equipment needs chronic, excessive repair ("Nonconforming Equipment"), we will notify you and we will no longer be responsible for service under this Agreement.

6. TOTALCARE COVERAGE: If you selected the TotalCare Plan, you will receive the General Maintenance services plus a reasonable supply of toner (based on your typical monthly copy volume & manufacturer's projected toner yield). You are responsible for purchasing your own paper and staples. Upon request, we will ship you toner in quantities consistent with your actual use. All toner remains our property until used in the Equipment. If we determine in our reasonable discretion that you have requested an excessive amount of toner, we reserve the right to reduce the amount to be shipped or to charge you for the excess toner, in which case you agree to pay us for the excess toner at our normal retail price. Upon termination of this Agreement, you agree to return unused toner or to pay us for it at our normal retail price.

7. CONNECTIVITY & LINE FILTER: If you selected the Annual Connectivity Option, we will provide 1 year of Connectivity Support beyond the initial installation. Annual Connectivity Support includes installation and configuration of workstations or servers for print / scan / fax software, reinstallation, troubleshooting of compatibility issues, and end user training. Annual Connectivity Support does not include any network transport media issues, server or workstation operating system configuration or modification, custom integration with any third party software or hardware, or support for any workstation not physically located at your site. If you purchased a Line Filter, your rights and remedies relating to your use of the Line Filter are provided by the manufacturer's warranty.

8. CHARGES: We will invoice you in advance on a periodic basis for the amount listed on the face of this Agreement under "Base Price", and in arrears for any Black & White or Color images that exceed the number of images included, if any, in the Base Price, at the "per image" rate specified under "Overage". For purposes of this Agreement, 2-sided images and/or images on paper larger than legal size (8.5" X 14") will count as two images. Charges for maintenance services not covered by this Agreement will be invoiced at our standard parts and labor rates in effect at the time the service is performed. Images made on loaner equipment will be charged at the rate listed on the face of this Agreement. Sales Tax: You agree to pay sales tax on service billings as required by Oklahoma law. Freight: You agree to pay freight for supplies provided to you under a TotalCare Plan at a rate equal to 3% of the sum of the Base and Overage amounts invoiced. If you have any delinquent invoices for products or services that we sell or lease to you, we may refuse to provide service to you and/or terminate this Agreement and any other Agreement that we have with you. You agree to pay us all costs of collection, including reasonable attorneys' fees. Delinquent invoices will bear interest at the rate of 1.5% per month until paid.

9. SERVICE EXCLUSIONS: We may decline to provide maintenance services with respect to the following: (a) any service for Equipment not identified on the face of this Agreement under "Brand / Model" or not subsequently approved by us in writing for coverage under this Agreement; (b) any Nonconforming Equipment; (c) any maintenance or repair service to be provided by you; (d) Equipment that you have moved to a location deemed unreasonable by us; (e) any service or downtime caused by (i) a condition that was triggered or subject to a product recall, (ii) a design, specification or instruction provided by you or your representative, (iii) your failure to fulfill your responsibilities under this Agreement, (iv) the failure of anyone other than us to comply with our written instructions or recommendations, (v) your combining the Equipment with any incompatible item, (vi) any alteration or improper storage, handling, use or maintenance of any part of the Equipment by anyone other than us, (vii) design or manufacturing defects in any items, (viii) anything external to the Equipment not being serviced by us including, without limitation, a building or structural deficiency, power surge, fluctuation or failure, and air conditioning failure, or (ix) anything beyond our reasonable control other than service necessitated by normal Equipment usage.

10. DEFAULT & REMEDIES: If you default in the performance of any of your obligations under this Agreement or any other agreement with us, we may (a) enforce this Agreement, (b) recover damages for the default, and (c) exercise any other remedy available to us. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorneys' fees and actual costs and expenses of collection. You agree that any delay or failure by us to enforce our rights under this Agreement does not prevent us from enforcing our rights at a later time. No remedy set out in this paragraph is intended to be exclusive. Each remedy will be cumulative but only to the extent necessary for us to recover from you what you owe us.

11. DISCLAIMER OF WARRANTY / LIMITATION OF LIABILITY: WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR RELATED TO THE LINE FILTER, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.

12. THIRD PARTY SOFTWARE: Despite any other terms and conditions of the Agreement, you agree that this Agreement does not provide service for any third party software that may be delivered with or installed on the Equipment. You agree that your use of such third party software is governed by the terms and conditions of the end user license agreement for the third party software.

13. ASSIGNMENT: You will not assign any of your rights or obligations under this Agreement without our prior written consent, which will not be unreasonably withheld. We may assign our rights and obligations under this Agreement without obtaining your permission. This Agreement will inure to the benefit of and be binding upon the successors and permitted assigns of the parties. This Agreement, together with any invoices we send you, constitutes the entire Agreement of the parties with respect to its subject matter. This Agreement supersedes any and all other agreements, either oral or written, between the parties regarding the subject matter of this Agreement.

14. CONSENT TO LAW, JURISDICTION & VENUE: This Agreement, including amendments and related invoices, will be governed by and construed in accordance with Oklahoma law, without giving effect to any principle of conflicts of law or choice of law. The parties agree that the venue for any legal action arising out of this Agreement will be in Oklahoma County, Oklahoma. If any provision of this Agreement is declared unenforceable, the other provisions herein will remain in effect.

15. DISPUTE RESOLUTION: Either party will have the right to cause any dispute between us to be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or the rules of such other recognized third party as the parties may agree. The decision to refer a dispute to arbitration will not preclude either of us from seeking appropriate injunctive relief in court if necessary to prevent irreparable harm. The prevailing party in any legal or arbitration proceeding will be entitled to recover all of its costs and expenses, including reasonable attorneys' fees.

Client Initials:		Date:	5.1.2019

SUMNERONE

6691 Manchester Avenue, St. Louis, MO 63139, (314) 633-2000, (800) 325-0985

WIDE FORMAT INK JET
MAINTENANCE AGREEMENT All Inclusive

BILL TO CUSTOMER INFORMATION:			SHIP TO CUSTOMER INFORMATION:		
COMPANY NAME: Norman Public Schools - Print Shop			COMPANY NAME: Norman Public schools - Print Shop		
ADDRESS LINE 1: 4100 N Flood			ADDRESS LINE 1: 4100 N Flood		
ADDRESS LINE 2:			ADDRESS LINE 2:		
CITY: Norman Public Schools - Print Shop	STATE: OK	ZIP CODE: 73069	CITY: Norman	STATE: OK	ZIP CODE: 73069
PHONE #: 405-366-5968	EMAIL: rhart@norman.k12.ok.us		PHONE #: 405-366-5968	EMAIL: rhart@norman.k12.ok.us	
CONTACT NAME: Raymond Hart	FAX #:		CONTACT NAME: Raymond Hart	FAX #:	
BILL TO ACCOUNT #: 45OKC3665968	PURCHASE ORDER #:		SHIP TO ACCOUNT #:		

SALES REP	TERRITORY #	ORDER DATE	BEGINNING DATE	ADD TO EXISTING TANDEM NUMBER
Kathi Holloway			4/1/2023	

EQUIPMENT COVERED:	SERIAL #	ID	BEGINNING METER	COMMENTS
Canon TX-4100 MFP Z36 Wide Format	BATG00164	45OKC02282		

SERVICE PLANS:

☐ **SERVICE PLAN 1** - Full Service Warranty Protection Plus (F.S.W.P. PLUS) coverage includes all parts, labor, printheads or imaging units and all consumable supplies, including toner/ink, maintenance cartridges and 20# bond paper. Excludes binding materials, paper other than 20# bond, memo tape, punch die and MICR toner.

☑ **SERVICE PLAN 1A -** Full Service Warranty Protection Plus (F.S.W.P. PLUS) coverage includes all parts, labor, printheads or imaging units and all consumable supplies, including toner/ink and maintenance cartridges. Excludes binding materials, paper, memo tape, punch die and MICR toner.

☐ **SERVICE PLAN 2** Full Service Warranty Protection (F.S.W.P.) coverage includes all parts and labor.

This Agreement does not cover damage due to lightning or power surges. A lightning/surge suppresser that provides such protection is recommended.

BILLING OPTIONS:

☑ **BASE BILLING** ☑ MONTHLY ☐ QUARTERLY ☐ ANNUALLY (Annual billing includes 5% discount)

_____ will be billed in advance and includes _____ Square Feet of Print (Printer Model)

$50.00 will be billed in advance and includes **0** Square Feet of Print (MFP Model)

☐ **BILLING IN LEASE** The monthly lease payment includes _____ Base payment in Lease

CLICK BILLING ☑ MONTHLY ☐ QUARTERLY ☐ ANNUALLY

A	All square footage in the A catagory will be billed in arrears at	**$0.09000** Per Square Foot
B	All square footage in the B catagory will be billed in arrears at	**$0.15000** Per Square Foot
C	All square footage in the C catagory will be billed in arrears at	**$0.29000** Per Square Foot
D	All square footage in the D category will be billed in arrears at	**$0.65000** Per Square Foot
E	All square footage in the E category will be billed in arrears at	**$0.65000** Per Square Foot

If a monthly or quarterly meter reading is not received, Customer agrees that an estimate of that month's or quarter's actual page usage will be used.

Customer acknowledges having read the terms and conditions shown above and on the reverse and agrees to all such terms and conditions.

Accepted By:
SumnerOne

Company Name
Norman Public Schools - Print Shop

Date

Approved By: [signature]

Approved By:
X _____

Title

Electrical Power Requirements: It is the customer's responsibility to provide a fixed wall outlet that is properly grounded and installed per applicable electrical codes. This outlet should meet the electrical requirements stated in the Equipment Operation Manual. If customer fails to provide satisfactory power to the equipment, resulting in increased service calls and/or equipment damage, the customer will be billed for parts and labor at SumnerOne current labor rates for repairs. Failure to provide satisfactory electrical power may also void the manufacturer's warranty coverage.

Rev 03/19

TERMS AND CONDITIONS

1. (A) During the term of this Agreement, SumnerOne shall make all adjustments and repairs to the Equipment to maintain the Equipment in good working order.
(B) During the term of this Agreement, SumnerOne shall provide to Customer, all necessary labor and parts, and photoconductors so as to enable the Equipment to function in good working order.
(C) If F.S.W.P. PLUS coverage is selected, SumnerOne, during the term of the agreement, will provide all consumable supplies (except paper and staples) necessary to produce letter-sized or equivalent copies.

2. Repair service and routine preventative maintenance shall be provided by SumnerOne during regular business hours. SumnerOne service technicians shall have full and free access to the Equipment during regular business hours for the purposes of providing repair service, routine preventative maintenance, to install retrofits and modifications to the Equipment and to inspect, test and examine the Equipment in accordance with SumneOne policies and procedures.

3. Replacement Guarantee - If the Equipment has been continuously under coverage of this Agreement and cannot be put in good working order to Customer's satisfaction during the term of the Agreement, SumnerOne shall replace, upon Customer's request, the Equipment with a comparable copier/printer (which may be a new or newly refurbished machine) at no charge to Customer. The Replacement Guarantee shall remain in effect for 60 months, or in the case of refurbished equipment, 36 months, from the beginning date of this Agreement, unless sooner terminated by either party per the terms and conditions shown on this Agreement. Customer shall make such request for a replacement copier/printer in writing to: SumnerOne, Attention Customer Service, 6691 Manchester Ave, St Louis, MO 63139

If this Agreement covers customer-owned printers, and said printers cannot be repaired, SumnerOne reserves the right to replace that printer with a like or similar model at no cost to the Customer.

If this Agreement covers multiple pieces of equipment that have been installed on different dates, this replacement warranty extends only 60 months from date of original installation on a copier-by-copier / printer-by-printer basis.

4. Service Price Guarantee SumnerOne guarantees the price charged for the first 36 months of this agreement will remain the same as shown on the face hereof. If the base price and/or pricing for a specific number of copies are included in a Lease payment, the base price and/or copy charges, as well as any overage charges will be fixed for the initial term of the Lease. This guarantee also applies to existing printers under the SumnerOne Cost Per Page Printer Service Program.

5. Uptime Performance Guarantee During the term of this Agreement, if in the process of normal use, the equipment is not in good working order, SumnerOne will have eight normal working hours to repair or provide a "loaner" unit to the Customer or forfeit, in the form of a credit, $25.00 per incident on contracts of 12,000 copies per month or less, or $50.00 per incident on contracts greater than 12,000 per month. If Customer is located more than 35 miles from the St. Louis City Limits, SumnerOne will have until the end of the next business day to provide either repair or a "loaner" before above penalty applies. This guarantee applies only to products acquired through SumnerOne.

6. Additional Training / Support SumnerOne provides on-going Equipment Overview Training at no charge. SumnerOne also provides additional support services requested by our customers at a rate of $150.00 per hour. These services may include peripheral software support, or hardware issues, when it is determined by SumnerOne Certified Technicians that these issues are not directly caused by faulty equipment.

Upon successful installation of all sold connected units, our Digital Training Specialists will provide network support training to the customer for up to two hours on black and white equipment and four hours on color equipment. Set up and software installation of connected equipment will be limited to one call and up to ten (10) workstations. Any training time in excess of the two or four hours will be billed at $150.00 per hour.

7. The maintenance service, replacement warranty and uptime penalties shall not apply and when applicable, Customer shall pay SumnerOne the current labor, parts and/or supply charges required as a result of: (a) inadequate key operator involvement or service performed by personnel other than those of SumnerOne, (b) replacement of paper or toner in the equipment, (c) the willful act of Customer, negligence relating to or misuse of the Equipment, accident, transportation, failure of electric power, air-conditioning equipment or humidity control, failure to follow operating instructions or any other cause external to the equipment including, but not limited to, fire, flood, lightning, earthquake, exposure to weather conditions or an Act of God, (d) use of parts or supplies (other than paper) not obtained from SumnerOne or approved by SumnerOne in writing as suitable for use in the Equipment, (e) additional service due to relocation of the equipment, (f) adding or removing accessory items, (g) additional need for service due to the addition of an accessory item not installed by SumnerOne or designated as covered by this Agreement, (h) delays in repairs as a result of labor disturbances or strikes, (i) services requested outside regular business hours.

Printer accessories for HP printers and accessories not purchased through SumnerOne are not covered under this Agreement.

8. This Agreement terminates sooner of (a) the date or elapsed copy amount shown on the face of this Agreement, or (b) SumnerOne may terminate its obligations under this agreement if Customer's account with SumnerOne or SumnerOne Leasing Division becomes more than 45 days in arrears, or (c) Customer may terminate this Agreement annually at the anniversary date of this agreement, or (d) if Customer has chosen Monthly Billing in Lease or Fiscal/Volume in Lease Billing, Customer may terminate this Agreement coincident with the termination of that lease.

Upon cancellation by either party, Customer agrees to pay at the per-copy charge shown for any copies used in excess of those previously billed. Customer agrees to either return any unused black or color consumable supplies and/or photoconductors which were provided by SumnerOne for use in the Equipment that are on hand or installed at time of cancellation, or pay for such supplies and photoconductors at SumnerOne published prices for the unused portion of their estimated life. Photoconductors and developers will be prorated based on manufacturer's published yields.

9. The warranties and obligations of SumnerOne set forth in this Agreement are in lieu of: (a) all other warranties, express or implied, including implied warranties of merchantability and fitness for any particular use or purpose and (b) all other obligations or liabilities for damages, including, but not limited to, personal injury or property, loss of profit or other consequential damages, arising out of or in connection with this Agreement or the services and products performed and provided hereunder.

10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous proposals and statements, written or oral. No representation or statement not set forth herein shall be binding upon SumnerOne as a warranty or otherwise, nor shall this Agreement be modified or amended unless in writing signed by Customer and SumnerOne.

Customer Initials _____

Xerox Financial Services LLC
201 Merritt 7
Norwalk, CT 06851

xerox™

Addendum to State and Local Government Master Cost Per Image Agreement

This Addendum is made part of the State and Local Government Master Cost Per Image Agreement ("Agreement") by and between Independent School District I-29 and Xerox Financial Services LLC, Agreement number 010-0152165-001 **.**

The Addendum shall be effective as of the same date as the Agreement. This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. The provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

Section 4. Non-Cancellable Agreement.
The first sentence shall remain in all caps and in bold font and is hereby amended to read as follows:

> **"EXCEPT FOR A NON-APPROPRIATION EVENT AS MORE FULLY DESCRIBED IN SECTION 21 HEREOF, NO SCHEDULE HEREUNDER CAN BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE APPLICABLE INITIAL TERM, UNLESS OTHERWISE PERMITTED BY LAW APPLICABLE TO OKLAHOMA POLITICAL SUB-DIVISIONS."**

All other terms and conditions in the Agreement shall remain in full force and effect.

Customer Acceptance:	Owner Acceptance:
INDEPENDENT SCHOOL DISTRICT I-29	**XEROX FINANCIAL SERVICES LLC**
Authorized Signor: Cindy Nasbert	Accepted by:
Print Name: Cindy Nasbert	Name: Nicole Torraco
Title: Board President	Title: SVP, Xerox Financial Services
Date: 4-11-22	Date: 11/01/2022

* Signor for the Lease Agreement and this Addendum must be the same.

Xerox Financial Services LLC
201 Merritt 7
Norwalk, CT 06851

State and Local Government
Master Cost Per Image Agreement

xerox™

Agreement No: 010-0152165-001

Supplier (Name-Address): Xerox Business Solutions			
CUSTOMER INFORMATION			
Full Legal Name: Independent School District 29			Phone: 405-447-6553
Billing Address: 131 S Flood Ave			Contact Name: Cameron Cox
City: Norman	State: OK	Zip Code: 73069	Contact Email: cameronc@norman.k12.ok.us

CUSTOMER ACCEPTANCE		OWNER ACCEPTANCE
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 HEREOF.		Xerox Financial Services LLC
Authorized Signer X: Cindy Mahan	Federal Tax ID # (Required):	Accepted By X: Nicole Torraco, SVP, Xerox Financial Services
Print Name/Title: Board President	Date: April 11, 2002	Date: 11/01/2022

TERMS & CONDITIONS

1. Definitions. The words "you" and "your" mean the legal entity identified in "Customer Information" above, and "XFS," "we," "us", "Owner" and "our" mean Xerox Financial Services LLC. "Supplier" means the entity identified as "Supplier" on one or more Schedules related to and incorporating this Agreement executed by the Parties from time to time ("Schedule"). "Acceptance Date" for each Schedule means the date you irrevocably determine Equipment under a Schedule has been delivered, installed and operating satisfactorily. "Agreement" means this Master Cost-Per-Image Agreement, including one or more Schedules. "Commencement Date" will be a date after the Acceptance Date when the Initial Term begins, selected by us for the purpose of facilitating an orderly transition and to provide a uniform billing cycle. "Discount Rate" means 3% per annum. "Equipment" means the items identified as such in any Schedule, plus any Software (defined in section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess image/print charges on each Cost Per Image Schedule. "Interim Period" means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Payment multiplied by the number of days in the Interim Period, which shall be included in your first invoice from us. "Payment" means the periodic Lease or Base Payment specified in one or more Schedules, which includes taxes and other charges you, Supplier and XFS agree will be invoiced by XFS, and may include the fixed component of maintenance charges payable to Supplier under the Maintenance Agreement and Excess Charges (unless otherwise agreed by you, Supplier and XFS). "Maintenance Agreement" means a separate agreement between you and Supplier for maintenance and support purposes. "Origination Fee" means a one-time fee of $125 per Schedule billed on your first invoice, which you agree to pay, covering origination, documentation, processing and other initial costs. Party" means you or XFS, and "Parties" means both you and XFS. "PPT" means personal property tax(es). "Term" means the Interim Period, if any, together with the Initial Term for each Schedule plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State(s) where XFS must file UCC-1 financing statements to perfect its security interest in the Equipment.

2. Agreement, Payments and Late Payments. You agree and represent that the Equipment was selected and configured by you based on your judgment in consultation with Supplier. At your request, XFS will acquire same from Supplier to lease to you under one or more Schedules and you agree to lease same from XFS. XFS may refuse to pay Supplier for Equipment, whether or not the Equipment has been delivered to you, if (i) there shall be, in our reasonable judgment, a material adverse change in your financial condition or credit standing since the date of our approval of the transaction, or (ii) you fail to provide any documents as we may reasonably require within 15 days of our request, including but not limited to releases, subordinations, financing statements/searches, good standing certificates, and evidence of authority. The Initial Term commences on the Acceptance Date. You agree to remit to XFS each Payment as invoiced by us according to the frequency set forth above. You agree to pay us all sums due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer or direct debit from your bank account by the due date. **If any Payment is not paid in full within 10 days after its due date, you will pay a late charge of the greater of 5% of the amount due or $25. We will make any required adjustment to the aforesaid invoicing/late charge practices in accordance with any applicable prompt payment laws in the state of your formation once you provide notice thereof.** For each dishonored or returned Payment, you will be assessed the applicable fee, not to exceed $35. Restrictive covenants on any method of payment are ineffective.

3. Equipment and Software. To the extent that Equipment includes intangible property such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS is not the licensor of such Software, and therefore has no right, title or interest in it, and you will comply throughout the applicable Term with any applicable license and/or other agreement ('Software License") with the Software supplier ("Software Supplier"). You are responsible for determining with the Supplier whether any Software Licenses are required, and entering into them with Software Supplier no later than 30 days after the applicable Acceptance Date. **YOU AGREE THE EQUIPMENT IS FOR YOUR LAWFUL BUSINESS USE IN THE UNITED STATES, WILL NOT BE USED FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES, AND IS NOT BEING ACQUIRED FOR RESALE.**

4. Non-Cancellable Agreement. EXCEPT FOR A NON-APPROPRIATION EVENT AS MORE FULLY DESCRIBED IN SECTION 21 HEREOF, NO SCHEDULE HEREUNDER CAN BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE APPLICABLE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE OR COUNTERCLAIM, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, SUPPLIER, XFS, OR ANY THIRD PARTY. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; provided, however, that your obligations hereunder shall continue unabated.

5. End of Agreement Options. Schedules may have stated or no purchase options. If a $1 Purchase Option is designated, you will be deemed to have exercised your option to purchase the Equipment as of the Acceptance Date. If the purchase option is designated as a Fixed Purchase Amount, at the end of the Initial Term XFS will invoice you, and you will be obligated to pay, the applicable Fixed Purchase Amount, plus Taxes. For any other purchase option designated, if you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Term or any renewal term ("End Date"), either (a) purchase all, but not less than all, of the Equipment by paying its fair market value, as determined by XFS in its sole but reasonable discretion ("Determined FMV"), plus Taxes, or (b) return the Equipment within 30 days of the End Date, at your expense, fully insured, to a continental US location XFS shall specify. You cannot return Equipment more than 30 days prior to the End Date without our consent; If we consent, we may charge you, in addition to all undiscounted amounts due under this Agreement, an early termination fee. If you have not elected one of the above options, this Agreement shall renew for successive one-month terms. Either party may terminate the Agreement as of the end of any such renewal term on 30 days' prior written notice and by taking one of the actions identified in (a) or (b) in the preceding fourth sentence of this Section. The purchase options shall be exercised, and the Fixed Purchase Amounts paid, with respect to each item of Equipment on the day immediately following the date of expiration of the Term of such item, and by the delivery at such time by you to XFS of payment, in form acceptable to XFS, of the amount of the applicable purchase price. Upon payment of the applicable amount, XFS shall transfer our interest in the Equipment to you on an "AS IS, WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty whatsoever.

6. Equipment Return. If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, except for "ordinary wear and tear" and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such condition. **IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS.**

7. Equipment Delivery and Maintenance. You should arrange with Supplier to have the Equipment delivered to you at the location specified on the first page hereof or in the applicable Schedule, and you agree to execute Delivery & Acceptance Certificates at our request (and confirm same via telephone or electronically) confirming when you have received, inspected and irrevocably accepted the Equipment, and authorize XFS to fund Supplier for the Equipment. If you fail to accept the Equipment, you shall no longer have any obligations under the applicable Schedule. Equipment may not be moved to another physical address without our prior written consent, which shall not be unreasonably withheld or delayed. You agree that you will not take the Equipment out of service at any time during the Term. You shall permit XFS or its agents to inspect Equipment and any related maintenance records during your normal business hours upon reasonable notice. You represent you have entered or will enter into a Maintenance Agreement to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines and to provide you with Equipment supplies. **You acknowledge that XFS is acting solely as an administrator for Supplier with respect to the billing and collecting of the charges under the Maintenance Agreement.** XFS SHALL NOT BE LIABLE TO YOU FOR ANY BREACH BY THE SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS UNDER THIS AGREEMENT OR ANY SCHEDULE BE MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY SUPPLIER.

8. Meter Readings and Annual Adjustments. You agree that Meter Reading submittal will be covered by the corresponding Maintenance Agreement. At any time after 12 months from each Commencement Date and for each successive 12 month period thereafter during the Term, XFS may increase your Base Payment and the Excess Charges by a maximum of 15% of the then-current Base Payment therefor and you agree to pay such increased amounts.

9. Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS AGREEMENT, ANY SCHEDULE, OR ANY OF YOUR RIGHTS OR OBLIGATIONS THEREUNDER (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED, BUT SUBJECT TO THE SOLE BUT REASONABLE EXERCISE OF XFS'S CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment, which shall not exceed $250. XFS may sell, assign or transfer all or any part of the Equipment and/or any of our rights under any Schedule(s). XFS's assignee will have the same rights that we have to the extent assigned, but none of our obligations. YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and you agree to remit payments due under one or more Schedules to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations under this Agreement or any Schedule. For the express and limited purpose of pledging, assigning, securitizing, granting participations in, or otherwise disposing of any Schedules hereunder, whether as chattel paper or otherwise, each Schedule designated as an original, together with a certified copy of this Agreement, shall constitute a separate Agreement for such purposes.

10. Equipment Ownership, Labeling and UCC Filing. If an FMV purchase option is applicable, the Equipment subject thereto (except the Software) shall be and remain XFS's sole and exclusive property; you shall have no right, title or interest therein except as expressly set forth herein. If and to the extent a court deems any Schedule to be a security agreement under the UCC, and

otherwise for precautionary purposes only, you shall be deemed to have granted XFS, as of the applicable Schedule date, a first priority security interest in the Equipment in order to secure your performance under this Agreement and each Schedule. XFS is and shall remain the sole owner of the Equipment, except the Software, and XFS may label the Equipment to identify our ownership interest in it. You authorize XFS to file by any permissible means UCC financing statements to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of each such financing statement, not to exceed $75. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a refiling or amendment to XFS's UCC financing statements against you becomes necessary.

11. Taxes. You have represented to XFS that you are currently, and shall continue to be, a tax-exempt entity. In the event you are no longer tax-exempt (or are unable to provide proof thereof to XFS), you will be responsible for all applicable taxes, fees or charges (including sales, use, PPT and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, any Schedule, or the amounts payable thereunder (collectively, "Taxes"), which will be included in XFS's invoices to you unless you timely provide continuing proof of your tax exempt status. Regardless of your tax-exempt status, XFS reserves the right to pass through, and you agree to pay, any such Taxes that are assessed by the applicable State on XFS as lessor/owner of the Equipment. For jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, you authorize XFS to finance and adjust your Base Payment to include such Taxes over the Term. Unless and until XFS notifies you in writing to the contrary, the following shall apply to PPT and returns. If an FMV purchase option is applicable, XFS will file all PPT returns covering the Equipment, pay the PPT levied or assessed thereon, and collect from your account all PPT on the Equipment. If a $1 purchase option or Fixed Purchase Option is applicable, you will file all PPT returns covering the Equipment, pay the PPT taxes levied or assessed thereon, and provide us proof thereof upon our request. XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT OR ANY SCHEDULE.

12. Equipment Warranty Information and Disclaimers. XFS IS MERELY A FINANCIAL INTERMEDIARY, AND HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION. Since you have selected the Equipment and Supplier, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment, and agree that you may contact each manufacturer and/or Supplier for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. XFS hereby assigns to you any Equipment warranty rights we may have against Supplier or manufacturer. If the Equipment is returned to XFS or you are in default, such rights are deemed reassigned by you to XFS. **IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER AFTER ACCEPTANCE, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR SUPPLIER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE HEREUNDER.**

13. Liability and Indemnification. XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS") TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE. To the extent permitted by applicable law, you assume the risk of liability for: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the Equipment while it is in your possession and/or while it is subject to obligations under a Schedule. Neither sentence in this Section shall apply to Claims arising directly and proximately from XFS's gross negligence or willful misconduct.

14. Default and Remedies. You will be in default under this Agreement and any applicable Schedule if XFS does not receive any Payment within 30 days after its due date, or you breach any other material obligation under this Agreement, any related Schedule or any other agreement with us. If you default, and such default continues for 10 days after we provide notice to you, we may, in addition to other remedies (including disabling or repossessing Equipment and/or requesting Supplier to cease performing under the Maintenance Agreement), immediately require you to do one or more of the following; (a) as liquidated damages for loss of bargain and not as a penalty, pay the sum of (i) all amounts then past due, plus interest from the due date until paid at the rate in accordance with the laws of your State of formation covering state agencies and the applicable codes covering political subdivisions; (ii) the Payments remaining in the Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate, (iii) if an FMV purchase option is applicable, the Equipment's booked residual (if you do not return the Equipment as provided herein), and (iv) Taxes, if you are no longer tax-exempt; and (b) require you to return the Equipment as provided herein. The substantially prevailing party in any litigation arising out of this Agreement shall be entitled to its attorneys' fees and costs from the court.

15. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry liability insurance against bodily injury, including death, and against property damage in the amount of at least $1 million (collectively, "Required Insurance"). All such Equipment loss/damage insurance shall be with lender's loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to us. XFS shall be similarly named as an additional insured on all liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation. You must provide XFS with satisfactory written evidence of Required Insurance within 30 days of the acceptance date of each Schedule and upon any subsequent written request by XFS or our designees. You must promptly notify us of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance received shall be applied, at our option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to us the greater of (i) the total unpaid Payments for the entire Term (discounted to present value at the Discount Rate) plus, (ii) any other amounts due to XFS under the corresponding Schedule, plus, (iii) if a Fixed purchase option applies, the fixed residual or, if an FMV purchase option is designated on the first page, our booked residual in such Equipment. **NO LOSS OR DAMAGE TO EQUIPMENT, OR OUR RECEIPT AND APPLICATION OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS AGREEMENT OR THE APPLICABLE SCHEDULES. Notwithstanding procurement of Required Insurance, you remain primarily liable for performance hereunder if the applicable insurance carrier fails or refuses to pay any claim.**

16. Finance Lease and Customer Waivers. Unless the applicable Schedule is designated to have a $1 purchase option, the parties agree that each Schedule shall be construed as a "finance lease" under UCC Article 2A. Customer waives its rights as a lessee under UCC 2A Sections 508-522.

17. Authorization of Signors, Credit Review, Incorporation of Policies. This Agreement and each Schedule has been duly authorized, executed and delivered by the Parties in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection herewith) and is valid, legal and binding in accordance with its terms. The person(s) signing this Agreement and each Schedule has the authority to do so, are acting with the full authorization of their governing body and hold the offices indicated below their signatures, each of which are genuine. You agree to furnish financial information, including your Federal Tax ID, that XFS may request now, which shall accurately represent your financial condition, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments hereunder. XFS represents that it is subject to, and shall abide by, the Xerox Corporation anti-discrimination, equal employment and other policies found at https://www.xerox.com/en-us/jobs/diversity/policies-and-strategies and the ethics and compliance policies found at https://www.xerox.com/en-us/about/corporate-citizenship/ethics, and that such policies shall control over any similar Customer policies in force.

18. Original and Sole Controlling Document. No Modifications Unless in Writing. This Agreement and each Schedule constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Agreement or any Schedule and are not binding on the Parties. You agree that an executed copy of this Agreement and each Schedule that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. To the extent this Agreement or any Schedule constitutes UCC chattel paper, no security interest therein may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL BE BINDING ON XFS, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT AND EACH SCHEDULE EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. **SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT OR ANY SCHEDULE. NEITHER THIS AGREEMENT NOR ANY SCHEDULE MAY BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS.** XFS's failure to object to terms contained in any communication from you will not be a waiver or modification of the terms of this Agreement or any Schedule. You authorize XFS to insert or correct missing information on this Agreement or any Schedule, including but not limited to your proper legal name, agreement/numbers, serial numbers and other Equipment information, so long as there is no material impact to your financial obligations.

19. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER. THIS AGREEMENT AND EACH SCHEDULE ARE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATED. THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, ANY SCHEDULE, OR OTHERWISE RELATING THERETO, SHALL BE IN A FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED. **UNLESS SPECIFICALLY PROHIBITED BY THE APPLICABLE GOVERNING LAW REFERENCED ABOVE, THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.**

20. Miscellaneous. Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement and the applicable Schedule(s). Notices hereunder must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. For collection purposes, you authorize us to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number or electronic address you provide to us. If a court finds any term of this Agreement or any Schedule unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Agreement or Schedule as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement or any Schedule that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable hereunder to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed hereunder or refunded to you.

21. Non-Appropriation. This Section is applicable only if the inclusion of a non-appropriation provision is legally required. Your obligation to pay all amounts due hereunder is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any forthcoming fiscal period equal to amounts due hereunder, and you have no other funds legally available to be allocated to the payment of your obligations hereunder, you may terminate the corresponding Schedule effective on the first day of such fiscal period ("Termination Date") if: (a) you have used due diligence to exhaust all funds legally available; and (b) we have received written notice from you at least 30 days before the Termination Date. At our request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for payment for any fiscal period for which funds have not been so appropriated, and you shall promptly deliver the corresponding Equipment to the Dealer (or such other party as we may designate).

Xerox Financial Services LLC
201 Merritt 7
Norwalk, CT 06851

State and Local Government
Master Cost Per Image Agreement Schedule

xerox™

Master Agreement Number:	Schedule Number: 010-0152165-001

"Supplier" Name & Address:

CUSTOMER INFORMATION

Full Legal Name: Independent School District 29			Phone: 405-447-6553
Billing Address: 131 S Flood Ave			Contact Name: Cameron Cox
City: Norman	State: OK	Zip Code: 73069	Contact Email: cameronc@norman.k12.ok.us

EQUIPMENT		MONTHLY IMAGE ALLOWANCE*		EXCESS IMAGE CHARGE**	
QTY	MODEL and DESCRIPTION	B&W	COLOR	B&W	COLOR
1	Xerox Versant ~~280~~ VR280 CKW	CPC: $0.006	CPC: $0.0315		
1	Xerox B9136	CPC: $0.003			
1	MBM 508A				

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SALES ORDER - ADDITIONAL TERMS AND CONDITIONS

8. Diagnostic Software. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company, or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.

9. Software Support. Except for Products and/or Third Party Products identified as "No Svc.", Company (or a designated servicer) will provide the software support set forth below or in accordance with an attached statement of work ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Company will not be required to provide Software Support if you have modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, you will return or destroy all prior Releases. For Third Party Software identified as "â€No Svc.", you shall enter into a support agreement with a Third Party Software vendor or its support services provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such support services. Company shall have no liability for the acts or omissions of such third party support services provider.

10. Warranty. You acknowledge that the Products covered by this Agreement was selected by You based upon Your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.

11. Limitation of Liability. In no event, shall Company be liable for any indirect, special, incidental, consequential damages, loss of profits, or punitive damages whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.

12. Default; Remedies. Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may : (1) require future Services, including supplies, be paid for in advance, (2) require You to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with You, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Products listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

13. Assignment. You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.

14. Notices. All notices required or permitted under this Agreement shall be by overnight courier or by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to You shall be effective three days after it has been deposited in the mail, duly addressed, or one day if sent via overnight courier.

15. Indemnification. Only to the extent permitted by law, you are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Products, and (b) all costs and attorneys' fees incurred by Us relating to such claim.

16. Fax/Electronic Execution. A faxed or electronically transmitted version of this Agreement may be considered the original and You will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

17. Miscellaneous. (a) Choice of Law. This Agreement shall be governed by the laws of the state of Oklahoma (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided You agree that we are authorized, without notice to You, to supply missing information or correct obvious errors provided that such change does not materially alter Your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.

xerox™ Business Solutions Southwest

SALES ORDER - ADDITIONAL TERMS AND CONDITIONS

1. Equipment. The first page of this Sales Order/Service Agreement is called the Cover Page. The Cover Page and these Terms and Conditions, along with a listing of additional products on Schedule A (if attached), represent the agreement (the "Agreement") between Company and the Customer, with respect to the acquisition of those Products identified on the Cover Page and/or Schedule A and the service for such Products. "Products" shall mean the equipment ("Equipment") and any Software Licenses. "Service" shall mean the service as set forth in paragraph 4 below. Throughout this Agreement the words "We," "Our," and 'Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse.

2. Scope. This Agreement may be executed for: a) A SALE of Products. If a SALE, Company hereby offers to sell and Customer hereby accepts to purchase those Products in the quantity and for the price indicated on the Cover Page (and/or Schedule A). Payment terms are Cash on Delivery ("COD"). Alternatively, if Customer has a verifiable credit account in good standing with Company, Customer may elect to be invoiced for the Products; or b) A LEASE of Products. If a LEASE, Customer will execute a separate lease agreement which will fund the purchase of the Products in the quantity indicated on the Cover Page for the benefit of Customer. Upon execution of a lease agreement, the Customer shall be responsible to lessor to satisfy the terms and conditions of the lease. If, however, a lease agreement cannot be executed within 15 days of Customer's execution of this Agreement, Customer must immediately pay cash for the Products or return the Products to Company in Like New condition.

3. Delivery and Installation. Unless specified otherwise on the Cover Page, the Company shall deliver and install the Products at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") requirements. All risk of loss will transfer to the Customer upon delivery.

4. Services. This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) Thermal heads, process units, and fuser units for Facsimile Machines, (g) Thermal Heads and MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (h) parts for Scanners. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields, and do not include staples. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. You authorize Equipment to be connected to automatic meter reading software and/or device or, if we otherwise request, You will provide us with accurate meter readings for each item of Equipment when and by such means as we request. If You do not permit the Company to use automatic meter reading software and/or devices, Company may charge a monthly fee for manually performing meter reads. If You do not provide meter reads as required, Company may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Supplies will be shipped via UPS Ground. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of Services. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement.

5. Term and Payment. Except as may otherwise be provided for herein, this Agreement in non-cancelable and shall remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. In the event the fees herein are included in Your lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. You agree to pay Company all amounts due in accordance with the payment terms set forth on the face of this Agreement or in accordance with the applicable lease agreement, and all other sums when due and payable. Any Minimum Monthly Payment entitles You to Services for a specific number and type (ie. black & white, color, scan) of Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5"x11" copy (larger size copies may register two meter clicks). No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not paid within 10 days of its due date, You will pay a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the rates hereunder on an annual basis. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed $100 per invoice.

6. Taxes. Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.

7. Limited License to Use Software. Company grants (and is hereby authorized by its licensor's to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

AFTER RECORDING RETURN TO
Orin Shakerdge
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 33408
(561) 694-4678

(This space reserved for recording information)

MEMORANDUM OF SUBLEASE AGREEMENT AND GROUND LEASE AGREEMENT

THIS MEMORANDUM OF SUBLEASE AGREEMENT AND GROUND LEASE AGREEMENT ("**Memorandum**"), is dated this 4th day of May, 2020 ("**Effective Date**") by and between Oklahoma Electric Cooperative, an Oklahoma Rural Electric Cooperative, whose address for purposes of notices is: 2520 Hemphill Drive, Norman, OK 73069 ("**Sublandlord**"), DG Central 1, LLC, a Delaware limited liability company, whose address for purposes of notices is: 700 Universe Blvd., Attn: Land Services Administration, Juno Beach, FL 33408 ("**Operator**"), and Norman Public Schools, aka Independent School District No. 29 of Cleveland County, Oklahoma ("**Landlord**"). Each of Sublandlord, Operator, and Landlord shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, Landlord and Sublandlord entered into a Ground Lease Agreement dated November 18, 2019 ("**Lease**") for certain property located in Cleveland County, State of Oklahoma, and depicted on Exhibit A attached hereto (the "**Property**");

WHEREAS Sublandlord, Operator, and Landlord entered into a Sublease Agreement dated as of the Effective Date ("**Sublease**"), by which Sublandlord granted to Operator a sublease over and across the Property, which sublease was consented to by Landlord;

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Sublandlord's and Operator's right, title and interest in the Property and the terms of the Lease and Sublease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms**. All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Sublease. The terms, covenants and conditions of the Lease and Sublease are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Term**. The initial term of the Sublease is from the Effective Date (subject to the terms of the Sublease) until November 18, 2049 (the "Base Lease Term"), subject to the rights of renewal and termination as set forth in the Sublease. Operator shall have the right to extend the term of the Sublease for six (6) five (5) year options on the terms set forth in the Sublease (each, an "Optional Lease Term"). The term of the Lease is from November 18, 2019 until November 18, 2049, subject to Sublandlord's right to extend for six (6) five (5) year options, which must be exercised if Operator exercises its rights.

3. **Exclusive Rights**. The Sublease between the Sublandlord and Operator provides Operator shall have and is granted hereby, the exclusive right (i) to use and possess the Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Property; and (iii) to undertake such other activities on the Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and operation of communications systems. The Lease and Sublease also include a right of access to the Property.

4. **Consent**. Landlord has executed the Landlord Recognition and Consent to the Sublease evidencing its consent and agreement to the terms of the Sublease. Landlord is executing this Memorandum evidencing both the Lease and the Sublease.

5. **Purpose**. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease or Sublease, and the Parties executed and are recording this Memorandum for the purpose of providing constructive notice of the Lease and Sublease and Operator's rights thereunder. The terms, conditions and covenants of the Lease and Sublease are set forth at length in the Lease and Sublease and are incorporated herein by reference as though fully set forth herein. All of the terms, covenants and conditions contained in the Lease and Sublease and this Memorandum shall be deemed covenants running with the land for all purposes.

[*Signatures on Next Pages*]

EXECUTED on the date set forth below.

Landlord:
Norman Public Schools
aka Independent School District No. 29 of Cleveland County, Oklahoma

Name: DIRK O'HARA
Its: PRESIDENT

ATTEST:

Cathy Sasser

STATE OF Oklahoma
COUNTY OF Cleveland)

This instrument was acknowledged before me this 3rd day of August, 2020, by DIRK O'Hara, as board president of Norman Public Schools aka Independent School District No. 29 of Cleveland County, Oklahoma.

Notary Public

Type or Print Name: Jill Eidson
My commission expires: 3-19-23
Commission No. 15002553

JILL EIDSON NOTARY PUBLIC 15002553 EXP. 3/19/23 STATE OF OKLAHOMA

EXECUTED on the date set forth below.

Sublandlord:
Oklahoma Electric Cooperative,
an Oklahoma Rural Electric Cooperative

Name: Thad Peterson
Its: Vice President of Engineering

ATTEST:

STATE OF Oklahoma)
)
COUNTY OF Cleveland)

This instrument was acknowledged before me this 5th day of August, 2020, by Thad Peterson, as Vice President of Engineering of Oklahoma Electric Cooperative, an Oklahoma Rural Electric Cooperative.

Notary Public

Type or Print Name: Stephanie Canida
My commission expires: 5-5-23
Commission No. 11004161

[SEAL]

NOTARY PUBLIC STATE OF OKLAHOMA
OFFICIAL SEAL
STEPHANIE CANIDA
Commission # 11004161
Expires May 05, 2023

EXECUTED on the date set forth below.

Operator:

DG Central 1, LLC,
a Delaware limited liability company

By: _____
Matthew G. Ulman, Vice President

STATE OF FLORIDA)
) ss.
COUNTY OF PALM BEACH)

This instrument was acknowledged before me on the 22 day of November, 2021 by Matthew G Ulman, as Vice President of DG Central 1, LLC, a Delaware limited liability company.

KARLA JO ROMERO
Notary Public - State of Florida
Commission # HH 028263
My Comm. Expires Aug 4, 2024
Bonded through National Notary Assn.

Karla Jo Romero
Notary Public, Commission No. HH 028263
My Commission Expires: Aug. 4. 2024

EXHIBIT A

Depiction of Property

LEGAL DESCRIPTION

(Lease Tract)

A tract of land located in the Northeast Quarter (NE/4) of Section Twenty-five (25), Township Nine North (T-9-N), Range Two West (R-2-W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma and being more particularly described as follows:

Commencing at the Northwest corner of said NE/4;
Thence S 00°49'30" E (S 00°57'38" E – deed) along the West line of said NE/4 a distance of 1846.52 feet (1847.40 feet – deed) to the Point of Beginning;
Thence N 89°25'32" E (N 89°01'02" E – deed) and parallel to the South line of said NE/4 a distance of 825.00 feet;
Thence S 00°49'30" E (S 00°57'38" E – deed) and parallel to the West line of said NE/4 a distance of 792.00 feet to a point on the South line of said NE/4;
Thence S 89°25'32" W (S 89°01'02" W – deed) along the South line of said NE/4 a distance of 825.00 feet to the Southwest corner of said NE/4;
Thence N 00°49'30" W (N 00°57'38" W – deed) along the West line of said NE/4 a distance of 792.00 feet to the Point of Beginning.
Said tract contains 15.00 acres, more or less.

Note: Basis of Bearing = S 00°49'30" E = West line of the NE/4 Section 25, T-9-N, R-2-W, I.M. (GPS observation – City of Norman GPS Network).

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 24th 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.

In 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 7th day of October, 2021.

CITY OF NORMAN

By _____
~~Mayor~~
CITY MANAGER

ATTEST:

By _____
City Clerk

NORMAN PUBLIC SCHOOLS

By _____
President
Board of Education

ATTEST:

By _____
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.

TERMS AND CONDITIONS FOR SERVICES

This agreement is made as of the 10th day of APRIL 2023, by and between **WALKER STAMP AND SEAL, d/b/a Walker Companies,** herein known as "Vendor" and **INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA, d/b/a Norman Public Schools**, herein known as "Client".

SERVICES

Vendor is engaged in the business of providing services relating to graphic design, signage, and installation. Vendor has agreed to provide services to the Client on the terms and conditions set out in the agreement, while Client is of the opinion that Vendor has the proper and necessary qualifications, experience, and abilities to provide services to Client.

SCOPE OF WORK

See Attachment A.

VENDOR'S RESPONSIBILITIES

The Vendor may refuse to agree to any Service Order issued by the Owner.

The Vendor shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Vendor shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants. The Vendor shall provide prompt written notice to the Owner if the Vendor becomes aware of any error, omission or inconsistency in such services or information.

OWNER RESPONSIBILITIES

The Owner is not required to issue any Service Orders under this Agreement.

The Owner shall provide information in a timely manner regarding requirements for, and limitations of, each Service Order.

The Owner shall render decisions and approve the Vendor's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Vendor's services.

The Owner shall provide prompt written notice to the Vendor if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Vendor's Professional Services.

COPYRIGHTS AND LICENSES

The Vendor 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 in relation to a Service Agreement. If the Owner and Vendor intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

The Vendor and the Vendor'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 a Service Agreement is not to be construed as publication in derogation of the reserved rights of the Vendor and the Vendor's consultants.

TERM.

The initial Term of this Agreement shall end JUNE, 2024. Either party may cancel this Agreement on thirty (30)-days written notice to the other party by certified mail, return receipt requested, or personal delivery with a signed receipt from the other party. Client and Vendor may, by mutual consent and ratification, renew this agreement annually upon the same terms and conditions for four (4) additional one (1) year terms ("Renewal Terms").

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of this 10th day of APRIL 2023.

(Signature)	Kenny Walker (Signature)
NAME Independent School District No. 29 of Cleveland County, Oklahoma	Kenny Walker Walker Stamp and Seal
President, Board of Education TITLE	Owner TITLE

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Touchstone
PROPERTY MANAGEMENT

COMMERCIAL PROPERTY MANAGEMENT AGREEMENT

This Agreement is made and entered into this 1 day of March, 2023 between: Touchstone Management, LLC with notice address of 155 Triad Village Dr. Norman, OK 73071 ("Owner"); and Touchstone Management, LLC, an Oklahoma limited liability company, with notice address of 600 NW 23RD ST Suite 200, Oklahoma City, OK 73103 ("Manager"). Owner contracts the services of Manager to manage, operate, control, rent and lease the following described property: See Exhibit A (the "**Property**").

1. **Responsibilities of Manager**. Owner hereby appoints Manager as Owner's exclusive lawful agent and attorney-in-fact with full authority to do any and all lawful things necessary for the fulfillment of this Agreement, including but not limited to the following: See Exhibit B (**Additional Property Information**).

A. Collection and Disbursement. Manager agrees to collect all rents as they become due; to pay expenses on Owner's behalf as provided in this agreement, and to render to Owner a monthly accounting of rents received and expenses paid. Disbursements will be made by manager for all expenses.

B. Maintenance and Labor. Owner grants Manager the authority to operate, decorate, maintain, and repair the Property and to contract and to supervise all employees, contractors, subcontractors, and other needed labor for the accomplishment of same. Owner authorizes Manager to purchase all materials, equipment, tools, appliances, supplies and services necessary to proper maintenance and repair. Manager shall have the right to use any of Manager's affiliates to perform any of the services required or contemplated by this Agreement. Manager shall have the authority to purchase necessary supplies, make contracts for, or otherwise furnish, utilities, electricity, gas, water, telephone, communications, cable, and sewer, refuse disposal, pest control, and any other utilities or services required for the operation of the Property. Any single expenditure for a repair or maintenance item in excess of said mutually agreed budget for the current calendar year will require the consent of the Owner. However, if owner does not respond in a timely manner, Manager will not be responsible for damages caused by delay

2. **Liability of Manager**. Owner hereby agrees to hold Manager harmless from, indemnify, and to defend Manager against, any and all claims, charges, debts, disputes, controversies, fines, investigations, demands and lawsuits as to any matters that arise in any relation to the Property except negligence. Owner agrees to pay Manager's attorney's fees related to Manager's management of the Property and any liability for injury on or about the Property which may be suffered by any tenant or guest upon the Property. This indemnity does not indemnify Manager from claims that arise from Manager's negligent acts or omissions. Owner agrees to maintain, or to allow Manager to maintain and charge against the rent income stream, sufficient and prudent all risks property casualty and liability insurance and that the Manager shall be a specific additionally named insured to all existing policies. If Owner maintains the insurance, then Owner shall provide a copy of such insurance policy to the Manager for the Manager's records. Manager also agrees to purchase and maintain a liability insurance policy and that Owner shall be specifically named as an additional insured. As a condition precedent to Manager agreeing to this Agreement with Owner, Owner shall provide

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all information to Manager as relevant to the Property, including but not limited to, all background information as to any lead on the Property, hazardous substances, prior floods, asbestos, psychological impacts as to prior incidents such as serious criminal acts, and all other matters that are relevant to the history of the Property as they may affect disclosures required to potential tenants. By executing this Agreement, Owner is warranting that Owner has provided all such information to Manager and fully informed Manager of all such facts.

3. **Compensation of Manager**. Owner agrees to compensate Manager as follows:
During the term of this agreement, Owner agrees to pay **five percent (5%)** of all gross receipts and income collected, except insurance proceeds and CAM reimbursements, as a fee for managing the Property (gross receipts are defined as all revenues of any type or nature collected from the operation of the Property), with a minimum charge of $500/month for fully managed buildings. *NNN properties will be charged $100.00/month per property. When necessary, Management shall charge $175 for eviction filings. When Owner contracts Management to oversee construction projects, Management company shall charge three and ½ percent (3.5%) of job costs or $500.00 whichever is more, (regular maintenance and repair job oversight is included in management fee) These fees, plus all other expenses of any kind or nature, direct or indirect, as to the Property and management thereof, shall be deducted by the Manager from gross receipts and income, and further agrees to abide by the conditions set forth by the Manager to the tenant on the Owner's behalf. To the extent there are insufficient funds available from revenues received from the operation of the Property to reimburse Manager for expenses incurred, Owner shall directly reimburse Manager within ten (10) days after demand by Manager for reimbursement.

4. **Taxes.** Manager shall be held responsible for the issuance all payments related to real property and other taxes and assessments levied on the Property. Owner shall be responsible for providing all notices of taxes and assessments to Manager in a timely manner.

5. **Bank Accounts**. All monies received by Manager for or on behalf of Owner shall be deposited in Owners account to be maintained by Manager with a banking institution directed by Owner. Manager will possess all checks and money tendering instrument and all responsibilities for payment of all bills, taxes, fees, mortgages related to the property. Manager shall maintain possession and control of all deposit accounts related to the properties.

6. **Status of Parties.** In the performance of Manager's services under this Agreement, Manager shall be and act as an independent contractor. Nothing in this Agreement, or in the relationship between Owner and Manager, shall be deemed to constitute a partnership, joint venture or any other similar relationship.

7. **Term of Agreement**. This Agreement grants the Manager the exclusive right to manage the Property and shall be effective as of the March 1, 2023 and shall expire on the February 28, 2024. Upon expiration of the above initial term, this Agreement shall be renewed on an annual basis. Either party wishing to terminate the agreement may do so by providing written notice of no less than 60 days prior to the date of cancellation. Time is of the essence in this Agreement. This Agreement may also be terminated by mutual agreement of the parties at any time. Upon termination Owner shall pay to Manager all fees, commissions and expenses due Manager under terms of this Agreement, which are owing to Manager. Owner shall give written notice to Manager if Manager is in default in the

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Touchstone
PROPERTY MANAGEMENT

Performance of any of the duties of Manager that are described in this Agreement. Manager shall have at least thirty (30) days from the receipt of the owner's written notice to remedy the default, and if Manager cannot remedy the default within such period of time, Owner may terminate this Agreement after payment of all amounts owed and earned by Manager to such date.

8. **Successors and Assigns.** This Agreement shall be binding upon and insure to the benefit of the successors and assigns of Manager and the heirs, administrators, successors, and assigns of the Owner. Notwithstanding the preceding sentence, Manager shall not assign Manager's interest under this Agreement except in connection with the sale of all or substantially all of the assets of Manager's business. In the event of such sale, Manager shall be released from all liability under this Agreement upon the express assumption of such liability by Manager's assignee.

9. **Severability**. Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable for any reason by any court of law exercising competent jurisdiction, such a determination shall not render void, invalid or unenforceable any other section or any part of any section in this Agreement.

10. **Choice of Law**. This Agreement has been made and entered into in Oklahoma, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due under this Agreement. Should either party bring suit to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover court costs and reasonable attorney's fees.

11. **No Personal Liability; Waiver**. Owner acknowledges that this Agreement is between Owner and an Oklahoma limited liability company and therefore there shall be no liability or exposure for liability beyond the Manager's limited liability entity.

12. **Communication**. Email may be considered as an acceptable form of written communication.

This document represents the entire Agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement on the date first above written.

OWNER:		**MANAGER:**	
Signature:	_____	Signature:	_____
Name:	_____	Name:	Eric C. Fleske, SIOR, CCIM
Title:	_____	Title:	Manager
Date:	_____	Date:	_____

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Touchstone
PROPERTY MANAGEMENT

EXHIBIT A

"Property" is as follows:

Fully/Partially Managed Buildings:

1. **101 Triad Village Dr. Norman, OK 73071**
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

NNN Buildings:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

In Process

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Third day of April in the year Two Thousand Twenty-three
(In words, indicate day, month and year.)

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

Norman Public Schools
Independent School District No. 29 of Cleveland County, Oklahoma
131 S. Flood Ave.
Norman, OK 73170

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

MA+ Architecture, LLC
4000 N. Classen Blvd., Suite 100N
Oklahoma City, OK 73118
Telephone Number: (405)525-8806

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

On-Call Architectural and Peer Review Services for 2023 Bond Projects For Norman Public Schools
Norman, Oklahoma

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement constitutes a master agreement setting for the term and conditions under which the Architect will provide professional services including, but not limited to master planning, scope development and architectural and engineering design services in connection with remodeling, addition to or construction of building and improvements as requested by the Owner. The scope of any services to be performed under the terms of this Agreement and the compensation to be paid to the Architect for such services will be set forth in a Supplemental Schedule and accompanying Exhibit "A" to the Supplemental Schedule to be executed and delivered by the parties prior to the commencement of any work or other activity in connection with a particular project. Each project shall be the subject of a separate Supplemental Schedule. This Agreement and each Supplement Schedule executed by the Owner and the Architect shall constitute the entire integrated agreement between the Owner and the Architect and shall supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument signed by both Owner and Architect.

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

To be determined.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To be determined.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

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Construction Manager. Construction Manager's have not been chosen official yet.

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

.1 Design phase milestone dates, if any:

To be determined.

.2 Construction commencement date:

To be determined.

.3 Substantial Completion date or dates:

To be determined.

.4 Other milestone dates:

To be determined.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

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

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Justin Milner, Associate Superintendent & COO
Operational Services, Norman Public Schools
131 South Flood Avenue
Norman, OK 73069
Telephone Number: (405)366-5874

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Unknown at this time.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

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.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

IT Design Services
Storm Shelter Structural and Non-Structural Peer Review Services
Enhanced Structural Storm Shelter Observations

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

Marcia Gallant, AIA
Project Architect
110 N. Mercedes, Suite 200
Norman, OK 73069
Telephone Number: (405)525-8806

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Kirkpatrick Forest Curtis, PC
525 Central Park Drive, Suite 202
Oklahoma City, OK 73105
Telephone Number: (405)528-4596

.2 Mechanical Engineer:

Allen Consulting, Inc.
110 N. Mercedes Drive, Suite 100
Norman, OK 73069
Telephone Number: (405)447-2282

.3 Electrical Engineer:

Allen Consulting, Inc.
110 N. Mercedes Drive, Suite 100
Norman, OK 73069
Telephone Number: (405)447-2282

.4 Landscape Architecture:

To be determined.

§ 1.1.11.2 Consultants retained under Supplemental Services:

Unknown at this time.

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(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraphs deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect represents that Architect is professionally qualified and experienced in the design and provision of architectural services for the construction and renovation of public school buildings and facilities in the State of Oklahoma. The Architect is familiar with Project site and the laws, codes and regulations applicable to the provision of the Architect's services and to the completion and the occupancy of the buildings and facilities comprising the Project. The Architect shall respond, in the design of the Project and in the provision of other services called for in this Agreement, to applicable building codes and other requirements imposed by governmental authorities having jurisdiction over the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) for each occurrence and Four Million Dollars and Zero Cents ($ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each accident, One Million Dollars and Zero Cents ($ 1,000,000.00) each employee, and One Million Dollars and Zero Cents ($ 1,000,000.00) policy limit.

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§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) per claim and Four Million Dollars and Zero Cents ($ 4,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella 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 and the Construction Manager. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include date for delivery of documents during the schematic, design development and construction documents phases and the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Construction Manager and the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The following design services will be considered basic services if associated cost is included in the Cost of Work; programming, landscape design and interior design.

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

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

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§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared by the Construction Manager, consult with the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate. Providing the Owner such information shall not relieve the Construction Manager of his obligations for cost estimating.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall review the updated estimate of the Cost of the Work prepared by the Construction Manager, consult the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

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further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall review the updated estimate for the Cost of the Work prepared by the Construction Manager, consult the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall, in accordance with the requirements of the Oklahoma Public Competitive Bidding Act, and with the assistance of the Construction Manager, prepare necessary bidding information including bid notices, bid forms, and conditions of the Contract and the form of Agreement between Owner and Contractor, all subject to review and approval of the Owner and Owner's counsel. The Architect shall assist the Owner in obtaining competitive bids and in awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

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

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by:

.1 Assisting the Construction Manager in preparing bid packages including bidding requirements;

.2 Participating in a pre-bid conference for prospective bidders organized and conducted by the Construction Manager;

.3 Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda; and,

.4 Assisting the Construction Manager in organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. If the modification of this Agreement creates a conflict between the provisions of this Agreement and the A201, provisions of this Agreement shall control as it relates to the Architect's services.

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§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. As part of the Architect's Basic Services, the Architect shall assist the Owner in preparation of the final punch list.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 . Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent

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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.

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§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. The Architect shall notify the Owner in writing of **any** proposed Additional Services. Additional Services for which additional compensation is sought shall only be performed up the prior written approval of the Owner. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Geotechnical Engineering	Owner. Coordinated by the Architect.
(Rows deleted)	
§ 4.1.1.2 Civil Engineering	Owner. Coordinated by the Architect.
(Rows deleted)	
§ 4.1.1.3 IT Design Services	Owner. Coordinated by the Architect.
§ 4.1.1.4 Storm Shelter Structural Peer Review	Owner. Coordinated by the Architect.
§ 4.1.1.5 Storm Shelter Non-Structural Peer Review	Owner. Coordinated by the Architect.

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§ 4.1.1.6 Enhanced Structural Storm Shelter Observations	Owner. Coordinated by the Architect.

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Geotechnical Engineering, Civil Engineering, IT Design Services, Storm Shelter Peer Review (Structural and Non-Structural), Enhanced Structural Storm Shelter Observations. All Supplemental Services will be coordinated by the Architect.

(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement except for services required due to the fault of the Architect or when the Owner has approved or rejects proposed Additional Services by written notice as provided in Subparagraphs 4.3.1 and 4.2.2, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** Preparation for, and attendance at, a public presentation, meeting or hearing except when required in the performance of the Architect's Construction Phase Services or Bidding Phase Services;
- **.8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.9** Evaluation of the qualifications of entities providing bids or proposals;
- **.10** Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- **.11** Assistance to the Initial Decision Maker, if other than the Architect.

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§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide
(Paragraphs deleted)
a reasonable number or review of the Contractor submittals and reasonable number of the site visits and inspections both taking into consideration the nature and complexity of the Project. Excessive numbers ore reviews, visits and inspections shall be provided as Additional Services upon notice to and approval of the Owner.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after the date of Substantial Completion of Work or issuance of a Certificate of Occupancy if required.

§ 4.2.5 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner's Designated Representative identified in Subparagraph 1.1.7 shall be authorized to act on the Owner's behalf with respect to the Project consistent with the terms and conditions set forth in this Agreement. The Owner's Designated Representative consent material changes in the Project or bind the Owner to the resolution of claims, disputes or other matters affecting the Owner's rights and obligations under this Agreement. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private,

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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.

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. The Cost of Work does not include the cost to correct non-conforming Work nor shall it include costs resulting from errors or omissions of the Architect.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has

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control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner and the Construction Manager to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the total of the trade contractors bids, Construction Manager's fee and General Conditions (the "Guaranteed Maximum Price"), the Owner shall in the Owner's sole discretion

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the

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Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

(Paragraphs deleted)

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(Paragraphs deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

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interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Upon termination by the Owner for cause, the Owner's non-exclusive license to use the Instruments of Services becomes permanent and irrevocable.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7
(Paragraphs deleted)
The Architect shall cooperate fully with any successor architect employed by the Owner and shall furnish originals or copies of the Instruments of Service and all other drawings, specifications, and documents relative to the Project, including date in the electronic format as my be reasonably requested. Reasonable compensation and reimbursement for expenses incurred for the assembly and delivery of such information shall be paid as Additional Services.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Oklahoma.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

(Paragraphs deleted)

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 In any action or arbitration proceeding, including appeals, thereof, brought for breach or to otherwise enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to such other relief as my be awarded.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as in accordance with the provisions of the applicable Supplemental Schedule authorizing the commencement of Work on the Project. Fee for MA+ Architecture, LLC will be updated yearly as projects are scheduled and a new fee for those projects will be issued in a Supplemental Schedule.

(Paragraphs deleted)

For services rendered during the planning of the Work described in § 3.1 through 3.5, the basis of the fee shall be the Estimate of the Cost of the Work submitted by the Construction Manager and approved by the Owner. The fee shall remain constant (except by increase for scope that may from time to time be approved by the Owner) until a Guaranteed Maximum Price (GMP) has been established by competitive bidding and the Owner awards construction contracts. If the Guaranteed Maximum Price (GMP) for construction is greater than the Estimate of the Cost of the Work, compensation shall be increased proportionately. If the Guaranteed Maximum Price (GMP) for construction is less than the estimate of the Cost of the Work, compensation shall be reduced proportionately. The Cost of the Work shall, for purposes of determining Architect's compensation, include the total of all construction contracts awarded for the construction of the Project including the Construction Manager's fee, General Conditions and Reimbursables. It shall not include contingencies, engineering and other professional fees.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

See attached Exhibit "A", 2023 Hourly Rates for MA+ Architecture, LLC. Wage and Rate Schedule – Exhibit "A" to Agreement subject to adjustment as provided in Section 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus
(Paragraphs deleted)
Ten percent (10%), or as follows:

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§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to Exhibit "A", MA+ Architecture, LLC 2023 Hourly Rates.
(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Permitting and other fees required by authorities having jurisdiction over the Project;
.3 Printing, reproductions, plots, and standard form documents;

(Paragraph deleted)

.4 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.6 Site office expenses when approved in writing by the Owner;

(Paragraphs deleted)

.7 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.8 Other similar Project-related expenditures.
.9 Project Management Software

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

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§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear

(Paragraphs deleted)

interest. The rate of interest on unpaid amounts shall be equal to the interest on judgements of the district courts of the State of Oklahoma as established from time to time but never exceed 10% per annum.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 The Architect will not knowingly allow any employee of the Architect or of any subcontractor to work on school premises during normal school hours if the employee is convicted in this state, the United States or another state of: (1) any sex offense subject to the Sex Offenders Registration Act of this state, similar law of another state, or the federal sex offender registration provisions; or (2) any felony offense, unless (a) the person is a volunteer or (b) the person is performing community service hours under court order or (c) the person is performing services under a supervised work release program or (d) ten (10) years have elapsed since the date of the criminal conviction or (e) the employee has received a Presidential or Gubernatorial pardon for the criminal offense.

§ 12.2 The Architect will furnish a signed statement declaring that no employee working on school premises during normal school hours under the authority of the Architect is in violation of the provisions of this Article.

§ 12.3 The Architect agrees to request similar compliance statements from the Construction Manager and all Trade Contractors and subcontractors employed on the Project. No request for payment will be approved by the Architect unless accompanied by the required compliance statements.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

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

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit "A" MA+ Architecture, LLC 2023 Hourly Rates

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

Addendum to Agreement of even date.
Supplemental Schedule.

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Cindy Nashert President, Board of Education	Gary L. Armbruster, AIA, ALEP Principal
(Printed name and title)	*(Printed name, title, and license number, if required)*

Init.
/

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Additions and Deletions Report for

AIA® Document B101® – 2017

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PAGE 1

AGREEMENT made as of the Third day of April in the year Two Thousand Twenty-three

...

Norman Public Schools
Independent School District No. 29 of Cleveland County, Oklahoma
131 S. Flood Ave.
Norman, OK 73170

...

MA+ Architecture, LLC
4000 N. Classen Blvd., Suite 100N
Oklahoma City, OK 73118
Telephone Number: (405)525-8806

...

On-Call Architectural and Peer Review Services for 2023 Bond Projects For Norman Public Schools
Norman, Oklahoma

PAGE 2

§ 1.1 This Agreement ~~is based on the Initial Information set forth in this Section 1.1.~~
~~(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")~~constitutes a master agreement setting for the term and conditions under which the Architect will provide professional services including, but not limited to master planning, scope development and architectural and engineering design services in connection with remodeling, addition to or construction of building and improvements as requested by the Owner. The scope of any services to be performed under the terms of this Agreement and the compensation to be paid to the Architect for such services will be set forth in a Supplemental Schedule and accompanying Exhibit "A" to the Supplemental Schedule to be executed and delivered by the parties prior to the commencement of any work or other activity in connection with a particular project. Each project shall be the subject of a separate Supplemental Schedule. This Agreement and each Supplement Schedule executed by the Owner and the Architect shall constitute the entire integrated agreement between the Owner and the Architect and shall supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument signed by both Owner and Architect.

...

To be determined.

...

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To be determined.
PAGE 3

Construction Manager. Construction Manager's have not been chosen official yet.

...

To be determined.

...

To be determined.

...

To be determined.

...

To be determined.

...

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

...

N/A

...

Justin Milner, Associate Superintendent & COO
Operational Services, Norman Public Schools
131 South Flood Avenue
Norman, OK 73069
Telephone Number: (405)366-5874

...

Unknown at this time.
PAGE 4

(List any other consultants and contractors retained by the Owner.)

IT Design Services
Storm Shelter Structural and Non-Structural Peer Review Services
Enhanced Structural Storm Shelter Observations

...

Marcia Gallant, AIA
Project Architect
110 N. Mercedes, Suite 200
Norman, OK 73069
Telephone Number: (405)525-8806

...

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Kirkpatrick Forest Curtis, PC
525 Central Park Drive, Suite 202
Oklahoma City, OK 73105
Telephone Number: (405)528-4596

...

Allen Consulting, Inc.
110 N. Mercedes Drive, Suite 100
Norman, OK 73069
Telephone Number: (405)447-2282

...

Allen Consulting, Inc.
110 N. Mercedes Drive, Suite 100
Norman, OK 73069
Telephone Number: (405)447-2282

.4 Landscape Architecture:
To be determined.

...

Unknown at this time.

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

~~§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

PAGE 5

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect represents that Architect is professionally qualified and experienced in the design and provision of architectural services for the construction and renovation of public school buildings and facilities in the State of Oklahoma. The Architect is familiar with Project site and the laws, codes and regulations applicable to the provision of the Architect's services and to the completion and the occupancy of the buildings and facilities comprising the Project. The Architect shall respond, in the design of the Project and in the provision of other services

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called for in this Agreement, to applicable building codes and other requirements imposed by governmental authorities having jurisdiction over the Project.

...

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) for each occurrence and Four Million Dollars and Zero Cents ($ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each accident, One Million Dollars and Zero Cents ($ 1,000,000.00) each employee, and One Million Dollars and Zero Cents ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) per claim and Four Million Dollars and Zero Cents ($ 4,000,000.00) in the aggregate.

PAGE 6

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's ~~consultants.~~ consultants and the Construction Manager. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include date for delivery of documents during the schematic, design development and construction documents phases and the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Construction Manager and the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

...

§ 3.1.7 The following design services will be considered basic services if associated cost is included in the Cost of Work; programming, landscape design and interior design.

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

PAGE 7

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared ~~in accordance with Section 6.3.~~ by the Construction Manager, consult with the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate. Providing the Owner such information shall not relieve the Construction Manager of his obligations for cost estimating.

...

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§ 3.3.2 The Architect shall ~~update the~~ review the updated estimate of the Cost of the Work prepared ~~in accordance with Section 6.3.~~by the Construction Manager, consult the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate.
PAGE 8

§ 3.4.4 The Architect shall ~~update the~~ review the updated estimate for the Cost of the Work prepared ~~in accordance with Section 6.3.~~by the Construction Manager, consult the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate.

...

The Architect ~~shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the~~ shall, in accordance with the requirements of the Oklahoma Public Competitive Bidding Act, and with the assistance of the Construction Manager, prepare necessary bidding information including bid notices, bid forms, and conditions of the Contract and the form of Agreement between Owner and Contractor, all subject to review and approval of the Owner and Owner's counsel. The Architect shall assist the Owner in ~~(1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4)~~ obtaining competitive bids and in awarding and preparing contracts for construction.

...

§ 3.5.2.1 Bidding Documents shall consist of ~~bidding requirements and proposed Contract Documents.~~Bid Notice, Instructions to Bidders, Bid Form, Bidding Requirements, proposed contract forms including general and supplemental conditions, Specifications and Drawings.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by:

.1 ~~facilitating the distribution of Bidding Documents to prospective bidders;~~Assisting the Construction Manager in preparing bid packages including bidding requirements;

.2 ~~organizing and conducting~~ Participating in a pre-bid conference for prospective ~~bidders;~~bidders organized and conducted by the Construction Manager;

.3 ~~preparing~~ Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents ~~to the prospective bidders~~ in the form of addenda; and,

.4 Assisting the Construction Manager in organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

...

~~§ 3.5.3 Negotiated Proposals~~
~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:~~

~~.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~

~~.2 organizing and participating in selection interviews with prospective contractors;~~

~~.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~

~~.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

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...

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. If the modification of this Agreement creates a conflict between the provisions of this Agreement and the A201, provisions of this Agreement shall control as it relates to the Architect's services.
PAGE 9

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. As part of the Architect's Basic Services, the Architect shall assist the Owner in preparation of the final punch list.

...

§ 3.6.2.2 ~~The Architect has the authority to reject Work that does not conform to the Contract Documents.~~. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
PAGE 11

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

...

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. The Architect shall notify the Owner in writing of **any** proposed Additional Services. Additional Services for which additional compensation is sought shall only be performed up the prior written approval of the Owner. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

...

§ 4.1.1.1 Geotechnical Engineering	Owner. Coordinated by the Architect.
~~§ 4.1.1.1 Programming~~	
~~§ 4.1.1.2 Multiple preliminary designs~~	
~~§ 4.1.1.3 Measured drawings~~	
~~§ 4.1.1.4 Existing facilities surveys~~	
~~§ 4.1.1.5 Site evaluation and planning~~	
~~§ 4.1.1.6 Building Information Model management responsibilities~~	
~~§ 4.1.1.7 Development of Building Information Models for post construction use~~	
§ 4.1.1.2 Civil Engineering	Owner. Coordinated by the Architect.
~~§ 4.1.1.8 Civil engineering~~	

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~~§ 4.1.1.9 Landscape design~~	
~~§ 4.1.1.10 Architectural interior design~~	
~~§ 4.1.1.11 Value analysis~~	
~~§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3~~	
~~§ 4.1.1.13 On-site project representation~~	
~~§ 4.1.1.14 Conformed documents for construction~~	
~~§ 4.1.1.15 As-designed record drawings~~	
~~§ 4.1.1.16 As-constructed record drawings~~	
~~§ 4.1.1.17 Post-occupancy evaluation~~	
~~§ 4.1.1.18 Facility support services~~	
~~§ 4.1.1.19 Tenant-related services~~	
~~§ 4.1.1.20 Architect's coordination of the Owner's consultants~~	
~~§ 4.1.1.21 Telecommunications/data design~~	
~~§ 4.1.1.22 Security evaluation and planning~~	
~~§ 4.1.1.23 Commissioning~~	
~~§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3~~	
~~§ 4.1.1.25 Fast-track design services~~	
~~§ 4.1.1.26 Multiple bid packages~~	
~~§ 4.1.1.27 Historic preservation~~	
~~§ 4.1.1.28 Furniture, furnishings, and equipment design~~	
~~§ 4.1.1.29 Other services provided by specialty Consultants~~	
§ 4.1.1.3 IT Design Services	Owner. Coordinated by the Architect.
~~§ 4.1.1.30 Other Supplemental Services~~§ 4.1.1.4 Storm Shelter Structural Peer Review	Owner. Coordinated by the Architect.

PAGE 12

§ 4.1.1.6 Enhanced Structural Storm Shelter Observations	Owner. Coordinated by the Architect.

...

N/A

...

Geotechnical Engineering, Civil Engineering, IT Design Services, Storm Shelter Peer Review (Structural and Non-Structural), Enhanced Structural Storm Shelter Observations. All Supplemental Services will be coordinated by the Architect.

~~§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

The Architect may provide Additional Services after execution of this Agreement without invalidating the ~~Agreement. Except~~ Agreement except for services required due to the fault of ~~the Architect,~~ the Architect or when the Owner has approved or rejects proposed Additional Services by written notice as provided in Subparagraphs 4.3.1 and 4.2.2, any

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Additional Services provided in accordance with this Section ~~4.2~~ 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

...

.7 Preparation for, and attendance at, a public presentation, meeting or ~~hearing;~~hearing except when required in the performance of the Architect's Construction Phase Services or Bidding Phase Services;

PAGE 13

§ 4.2.3 The Architect shall provide ~~Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:~~

~~.1 ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor~~

~~.2 ( ) visits to the site by the Architect during construction~~

~~.3 ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~

~~.4 ( ) inspections for any portion of the Work to determine final completion.~~a reasonable number or review of the Contractor submittals and reasonable number of the site visits and inspections both taking into consideration the nature and complexity of the Project. Excessive numbers ore reviews, visits and inspections shall be provided as Additional Services upon notice to and approval of the Owner.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after ~~(1)~~ the date of Substantial Completion of ~~the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.~~ Work or issuance of a Certificate of Occupancy if required.

...

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. ~~The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion.~~ If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The ~~Owner shall identify a representative~~ Owner's Designated Representative identified in Subparagraph 1.1.7 shall be authorized to act on the Owner's behalf with respect to the ~~Project.~~ Project consistent with the terms and conditions set forth in this Agreement. The Owner's Designated Representative consent material changes in the Project or bind the Owner to the resolution of claims, disputes or other matters affecting the Owner's rights and obligations under this Agreement. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

PAGE 14

~~**§ 5.15** Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. The Cost of Work does not include the cost to correct non-conforming Work nor shall it include costs resulting from errors or omissions of the Architect.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, ~~prepared by the Architect,~~ represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.
PAGE 15

§ 6.5 If at any time the ~~Architect's~~ Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner and the Construction Manager to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the ~~lowest bona fide bid or negotiated proposal, the Owner shall~~total of the trade contractors bids, Construction Manager's fee and General Conditions (the "Guaranteed Maximum Price"), the Owner shall in the Owner's sole discretion

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the~~ The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.
PAGE 16

~~**§ 8.1 General**~~
~~**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

~~**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~

~~**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. ~~If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

...

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§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Upon termination by the Owner for cause, the Owner's non-exclusive license to use the Instruments of Services becomes permanent and irrevocable.

...

§ 9.6 ~~If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect~~ In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, ~~Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~together with Reimbursable Expenses then due.

§ 9.7 ~~In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~
~~*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*~~

~~.1 Termination Fee:~~

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

The Architect shall cooperate fully with any successor architect employed by the Owner and shall furnish originals or copies of the Instruments of Service and all other drawings, specifications, and documents relative to the Project, including date in the electronic format as my be reasonably requested. Reasonable compensation and reimbursement for expenses incurred for the assembly and delivery of such information shall be paid as Additional Services.

...

§ 10.1 This Agreement shall be governed by the ~~law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~laws of the State of Oklahoma.
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~~§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.~~

~~§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.~~

§ 10.10 In any action or arbitration proceeding, including appeals, thereof, brought for breach or to otherwise enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to such other relief as my be awarded.

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as ~~follows:~~in accordance with the provisions of the applicable Supplemental Schedule authorizing the commencement of

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Work on the Project. Fee for MA+ Architecture, LLC will be updated yearly as projects are scheduled and a new fee for those projects will be issued in a Supplemental Schedule.

...

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

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

~~( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

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

For services rendered during the planning of the Work described in § 3.1 through 3.5, the basis of the fee shall be the Estimate of the Cost of the Work submitted by the Construction Manager and approved by the Owner. The fee shall remain constant (except by increase for scope that may from time to time be approved by the Owner) until a Guaranteed Maximum Price (GMP) has been established by competitive bidding and the Owner awards construction contracts. If the Guaranteed Maximum Price (GMP) for construction is greater than the Estimate of the Cost of the Work, compensation shall be increased proportionately. If the Guaranteed Maximum Price (GMP) for construction is less than the estimate of the Cost of the Work, compensation shall be reduced proportionately. The Cost of the Work shall, for purposes of determining Architect's compensation, include the total of all construction contracts awarded for the construction of the Project including the Construction Manager's fee, General Conditions and Reimbursables. It shall not include contingencies, engineering and other professional fees.

...

N/A

...

See attached Exhibit "A", 2023 Hourly Rates for MA+ Architecture, LLC. Wage and Rate Schedule – Exhibit "A" to Agreement subject to adjustment as provided in Section 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent (%), or as follows:~~
~~*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*~~

Ten percent (10%), or as follows:
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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	%)

...

§ 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

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budget for the Cost of the Work. ~~Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.~~

...

Refer to Exhibit "A", MA+ Architecture, LLC 2023 Hourly Rates.

~~Employee or Category~~ ~~Rate ($0.00)~~

...

~~.2~~ ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~

~~.3~~ Permitting and other fees required by authorities having jurisdiction over the Project;

~~.4~~ .3 Printing, reproductions, plots, and standard form documents;

~~.5 Postage, handling, and delivery;~~

~~.6~~ .4 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

~~.7~~ .5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~ .6 Site office expenses when approved in writing by the Owner;

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

~~.10 Site office expenses;~~

~~.11~~ .7 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

~~.12~~ .8 Other similar Project-related expenditures.

.9 Project Management Software

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

~~**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~

~~*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*~~

...

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

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§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear ~~interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~
~~*(Insert rate of monthly or annual interest agreed upon.)*~~

~~%~~ interest. The rate of interest on unpaid amounts shall be equal to the interest on judgements of the district courts of the State of Oklahoma as established from time to time but never exceed 10% per annum.

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§ 12.1 The Architect will not knowingly allow any employee of the Architect or of any subcontractor to work on school premises during normal school hours if the employee is convicted in this state, the United States or another state of: (1) any sex offense subject to the Sex Offenders Registration Act of this state, similar law of another state, or the federal sex offender registration provisions; or (2) any felony offense, unless (a) the person is a volunteer or (b) the person is performing community service hours under court order or (c) the person is performing services under a supervised work release program or (d) ten (10) years have elapsed since the date of the criminal conviction or (e) the employee has received a Presidential or Gubernatorial pardon for the criminal offense.

§ 12.2 The Architect will furnish a signed statement declaring that no employee working on school premises during normal school hours under the authority of the Architect is in violation of the provisions of this Article.

§ 12.3 The Architect agrees to request similar compliance statements from the Construction Manager and all Trade Contractors and subcontractors employed on the Project. No request for payment will be approved by the Architect unless accompanied by the required compliance statements.

...

~~.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
~~*(Insert the date of the E203 2013 incorporated into this agreement.)*~~

~~____~~

...

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

~~_____~~

~~[~~ X] Other Exhibits incorporated into this Agreement:

...

Exhibit "A" MA+ Architecture, LLC 2023 Hourly Rates

...

Addendum to Agreement of even date.
Supplemental Schedule.

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Cindy Nashert	Gary L. Armbruster, AIA, ALEP
President, Board of Education	Principal

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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 11:01:53 ET on 04/04/2023 under Order No. 4104237700 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, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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

This Addendum, entered into this ___ day of _____, 2023, by and between **THE INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA**, hereinafter referred to as "Owner" and **MA+ ARCHITECTURE, LLC**, hereinafter referred to as "Architect", is executed simultaneously with and constitutes a part of the Standard Form of Agreement between Owner and Architect, AIA Document B101-2017 covering professional architectural services for one or more projects contained in Owner's 2023 Bond Program (the "Agreement"). The provisions of this Addendum supercede and void all inconsistent provisions in the Agreement and in any prior agreement between the parties for services to be performed hereunder.

The following section numbers correspond to the numbered sections in the Agreement. If new material is added, the paragraph numbers for those provisions are numbered to be consistent with the format of the Agreement. If a paragraph number appearing in the Agreement does not appear in the Addendum, then no change to that paragraph has been made and the standard provision applies.

1.1 Substituted. *This Agreement constitutes a master agreement setting forth the terms and conditions under which the Architect will provide professional services including, but not limited to, master planning, scope development and architectural and engineering design services in connection with the remodeling, addition to or construction of buildings and improvements as requested by the Owner. The scope of any services to be performed under the terms of this Agreement and the compensation to be paid the Architect for such services shall be set forth in a Supplemental Schedule and accompanying Exhibit "A" to the Supplemental Schedule to be executed and delivered by the parties prior to the commencement of any work or other activity in connection with a particular project. Each project shall be the subject of a separate Supplemental Schedule. This Agreement and each Supplement Schedule executed by the Owner and the Architect shall constitute the entire integrated agreement between the Owner and the Architect and shall supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument signed by both Owner and Architect.*

1.1.5 Modified. Add the following: "*Competitive bid pursuant to the Oklahoma Public Competitive Bidding Act of 1974.*"

2.2 Modified. Add the following: *"The Architect represents that the Architect is professionally qualified and experienced in the design and provision of architectural services for the construction and renovation of public school buildings and facilities in the State of Oklahoma. The Architect is familiar with the Project site and with the laws, codes and regulations applicable to the provision of Architect's services and to the completion and occupancy of the buildings and facilities comprising the Project. The Architect shall respond, in the design of the Project and in the provision of other services called for in this Agreement, to applicable building codes and other requirements imposed by governmental authorities having jurisdiction over the Project."*

2.5.1 Modified. Insert *$2,000,000 combined single limit.*

2.5.2 Modified. Insert *$1,000,000*.

2.5.5 Deleted.

2.5.6 Modified. Insert *$2,000,000 combined single limit*.

3.1.2 Substituted. *The Architect shall coordinate its services with those services provided by the Owner, the Owner's consultants and the Construction Manager. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Owner's consultants and the Construction Manager. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.*

3.1.3 Substituted. *As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include dates for delivery of documents during the schematic, design development and construction documents phases and the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Construction Manager and the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.*

3.1.7 New. *The following design services will be considered basic services if the associated cost is included in the Cost of the Work: programming, landscape design, and interior design.*

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

3.2.6 Substituted. *The Architect shall review the estimate of the Cost of the Work prepared by the Construction Manager, consult with the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate. Providing the Owner such information shall not relieve the Construction Manager of his obligations for cost estimating.*

3.3.2 Substituted. *The Architect shall review the updated estimate of the Cost of the Work prepared by the Construction Manager, consult with the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate.*

3.4.4 Substituted. *The Architect shall review the updated estimate of the Cost of the Work prepared by the Construction Manager, consult with the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate.*

3.5.1 Substituted. *The Architect shall, in accordance with the requirements of the Oklahoma Public Competitive Bidding Act, and with the assistance of the Construction Manager, prepare necessary bidding information including bid notices, bid forms, the conditions of the Contract and the form of Agreement between Owner and Contractor, all subject to the review and approval of Owner and Owner's counsel. The Architect shall assist the Owner in obtaining competitive bids and in awarding and preparing contracts for construction.*

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

3.5.2.2 Substituted. *The Architect shall assist the Owner and Construction Manager in bidding the Project by:*

1. Assisting the Construction Manager in preparing bid packages including bidding requirements;

2. Participating in a pre-bid conference for prospective bidders organized and conducted by the Construction Manager;

3. Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda for the Construction Manager to distribute to al prospective bidders; and

4. Assisting the Construction Manager in organizing and conducting the opening of the bids and subsequently documenting and distributing the bidding results, as directed by the Owner.

3.5.3 Deleted.

3.6.1.1 Modified. Add the following: "*If the modification of this Agreement creates a conflict between the provisions of this Agreement and the A201, the provisions of this Agreement shall control as it relates to the Architect's services.*"

3.6.1.3 Modified. Insert the following provision: "... and terminates *at the later of the issuance of a Certificate of Occupancy, if required, or* the date the Architect issues the final Certificate for Payment. *As a part of Architect's Basic Services, the Architect shall assist the Owner in the preparation of the final punch list*."

3.6.2.2 Modified. Delete the first sentence and replace as follows: "*The Architect shall reject Work which does not conform to the Contract Documents unless the Owner agrees to accept such non-conforming Work and executes an appropriate Change Order evidencing such consent. The Change Order shall provide that the cost of any additional testing and inspection made necessary by non-conforming work shall be charged to the Contractor and deducted from the Contract Price.*"

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

ARTICLE 4, <u>ADDITIONAL SERVICES</u>: Add the following: *"The Architect shall notify the Owner in writing of <u>any</u> proposed Additional Services. Such notification will describe the need for such services, the nature of the services and their estimated cost. Additional Services for which additional compensation is sought shall only be performed upon the prior written approval of the Owner."*

4.2 Modified. Insert the following phrase as indicated: ". . . except for services required due to the fault of the Architect *or when the Owner has not approved or rejects proposed Additional Services by written notice as provided in Subparagraphs 4.3.1 and 4.3.2,* any Additional Services provided in accordance with this Section 4.3 . . .".

4.2.1.7 Modified. Insert the following phrase as indicated: "... meeting or hearing *except when required in the performance of the Architect's Construction Phase Services or Bidding Phase Services.*"

4.2.4 Modified. Delete reference to the anticipated date of Substantial Completion as follows: " . . . 60 days after the date of Substantial Completion of the Work *or issuance of a Certificate of Occupancy, if required*".

4.2.3 Substituted. *The Architect shall provide a reasonable number of reviews of Contractor submittals and reasonable numbers of site visits and inspections both taking into consideration the nature and complexity of the Project. Excessive numbers of reviews, visits and inspections shall be provided as Additional Services upon notice to and approval of the Owner.*

5.2 Modified. Delete the second sentence.

5.3 Modified. Delete the first sentence and insert the following: "*The Owner's Designated Representative identified in Subparagraph 1.1.7 shall be authorized to act on the Owner's behalf with respect to the Project consistent with the terms and conditions set forth in this Agreement. The Owner's Designated Representative is not authorized to amend this Agreement nor may the Owner's Designated Representative consent to material changes in the Project or bind the Owner to the resolution of claims, disputes or other matters affecting the Owner's rights and obligations under this Agreement.*"

5.15 Deleted.

6.1 Modified. Add the following: *"The Cost of the Work does not include the cost to correct non-conforming Work nor shall it include costs resulting from the errors or omissions of the Architect."*

6.2 Modified. Delete the phrase "prepared by the Architect" from the second sentence.

6.5 Substituted. *If at any time the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner and Construction Manager to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.*

6.6 Modified. Revise the first sentence as follows: "*If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the total of the trade contractors bids, Construction Manager's fee and General Conditions (the "Guaranteed Maximum Price"), the Owner shall, in the Owner's sole discretion . . .*"

6.7 Substituted. Delete and substitute as follows: *"If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents, as necessary, to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget, as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6."*

8.1 Deleted.

8.2.1 Modified. Delete the second sentence.

8.2.4 Deleted.

8.3 Deleted.

9.4 Modified. Add the following: "*Upon termination by the Owner for cause, the Owner's non-exclusive license to use the Instruments of Services becomes permanent and irrevocable.*"

9.6 Substituted. Delete and substitute the following: "*In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.*"

9.7 Substituted. Add the following: "*The Architect shall cooperate fully with any successor architect employed by the Owner and shall furnish originals or copies of the Instruments of Service and all other drawings, specifications, and documents relative to the Project, including data in electronic format as may be reasonably requested. Reasonable compensation and reimbursement for expenses incurred for the assembly and delivery of such information shall be paid as Additional Services.*"

10.1 Substituted. This Agreement shall be governed by the laws of the State of Oklahoma.

10.8 Deleted.

10.8.1 Deleted.

10.10 New. *In any action or arbitration proceeding, including appeals thereof, brought for breach or to otherwise enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to such other relief as may be awarded.*

11.1 Substituted. *For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect in accordance with the provisions of the applicable Supplemental Schedule authorizing the commencement of Work on the Project.*

For services rendered during the planning of the Work described in § 3.1 through 3.5, the basis of the fee shall be the Estimate of the Cost of the Work submitted by the Construction Manager and approved by the Owner. The fee shall remain constant (except by increase for scope that may from time to time be approved by the Owner) until a Guaranteed Maximum Price (GMP) has been established by competitive bidding and the Owner awards construction contracts. If the Guaranteed Maximum Price (GMP) for construction is greater than the Estimate of the Cost of the Work, compensation shall be increased proportionately. If the Guaranteed Maximum Price (GMP) for construction is less than the estimate of the Cost of the Work, compensation shall be reduced proportionately. The Cost of the Work shall, for purposes of determining Architect's compensation, include the total of all construction contracts awarded for the construction of the Project including the Construction Manager's fee, General Conditions and Reimbursables. It shall not include contingencies, engineering and other professional fees.

11.3 Modified. Insert the following after the text on the pre-printed form: "*Wage and Rate Schedule - Exhibit ____ to Agreement subject to adjustment as provided in Section 11.7.*"

11.8.1.2 Deleted.

11.8.1.5 Deleted.

11.8.1.8 Deleted.

11.8.1.9 Deleted.

11.8.1.10 Modified. Add the following: "Site office expenses *when approved in writing by the Owner."*

11.10.2.1 Modified. *"The rate of interest on unpaid amounts shall be equal to the interest on judgments of the district courts of the State of Oklahoma as established from time to time but never exceed 10% per annum.*"

ARTICLE 12
EMPLOYEE CRIMINAL CONVICTIONS

12.1 The Architect will not knowingly allow any employee of the Architect or of any subcontractor to work on school premises during normal school hours if the employee is convicted in this state, the United States or another state of: (1) any sex offense subject to the Sex Offenders Registration Act of this state, similar law of another state, or the federal sex offender registration

provisions; or (2) any felony offense, unless (a) the person is a volunteer or (b) the person is performing community service hours under court order or (c) the person is performing services under a supervised work release program or (d) ten (10) years have elapsed since the date of the criminal conviction or (e) the employee has received a Presidential or Gubernatorial pardon for the criminal offense.

12.2 The Architect will furnish a signed statement declaring that no employee working on school premises during normal school hours under the authority of the Architect is in violation of the provisions of this Article.

12.3 The Architect agrees to request similar compliance statements from the Construction Manager and all Trade Contractors and subcontractors employed on the Project. No request for payment will be approved by the Architect unless accompanied by the required compliance statements.

13.2.4 Add. Addendum to Agreement of even date.
Supplemental Schedule

INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA, A/K/A NORMAN PUBLIC SCHOOLS	_____
By: _____	**By:** _____
Name: _____	**Name:** _____
Title: President, Board of Education	**Title:** _____
"Owner"	**"Architect"**

Supplemental Schedule No. ___
to
Master Agreement
Between
Independent School District No. 29 of Cleveland County, Oklahoma,
a/k/a Norman Public Schools ("Owner")
and
_____ ("Architect")
dated _____, 2023 (the "Master Agreement")

This Supplemental Schedule is executed and delivered pursuant to the terms and conditions contained in the Master Agreement between Owner and Architect. This Supplemental Schedule and the attached Exhibit reaffirm and incorporate each of the terms and conditions of the Master Agreement and sets forth the understanding of the Owner and Architect with respect to the specific services to be performed on the project described herein. Terms described in the Master Agreement shall have their defined meanings when used in this Supplemental Schedule.

Project Name:

Description of Project:

Project Parameters:

Project Team:

Architect's Services:

Compensation:

Special Terms:

DATED this ____ day of _____, 2023.

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

By: _____
Name: _____
Title: President, Board of Education

"Owner"

_____

By: _____
Name: _____
Title: _____

"Architect"

Exhibit “A”
MA+ Architecture, LLC Hourly Rates
Effective January 1, 2023

Principal Architect	**$185.00**
Senior Architect	**$170.00**
Project Architect / Level II	**$160.00**
Project Architect / Level I	**$150.00**
Project Manager / Level III	**$140.00**
Project Manager / Level II	**$130.00**
Project Manager / Level I	**$120.00**
Architectural Intern / Level III	**$110.00**
Architectural Intern / Level II	**$100.00**
Architectural Intern / Level I	**$90.00**
Interior Designer, Registered / Manager	**$150.00**
Interior Designer, Registered	**$140.00**
Interior Designer, Intern II	**$105.00**
Interior Designer, Intern I	**$90.00**
Graphic Design / Animation	**$140.00**
Marketing / Graphic Design	**$100.00**
CAD Operator / Level III	**$95.00**
CAD Operator / Level II	**$90.00**
CAD Operator / Level I	**$85.00**
Administrative / Level II	**$85.00**
Administrative / Level I	**$65.00**
Mileage Rate	**65.5 cents per mile**

Supplemental Schedule No. 01
to
Master Agreement
Between
Independent School District No. 29 of Cleveland County, Oklahoma
a/k/a Norman Public Schools ("Owner")
and
MA+ Architecture, LLC ("Architect")
dated _____, 2023 (the "Master Agreement")

This Supplemental Schedule is executed and delivered pursuant to the terms and conditions contained in the Master Agreement between the Owner and Architect. This Supplemental Schedule and the attached Exhibit reaffirm and incorporated each of the terms and conditions in the Master Agreement and sets forth the understanding of the Owner and Architect with respect to the specific services to be performed on the project described herein. Terms described in the Master Agreement shall have their defined meanings when used in this Supplemental Schedule.

Project Name:
On-Call Architectural and Peer Review Services for 2023 Bond Projects
Norman Public Schools

Description of Project:
See Exhibit C.

Project Parameters:
See Exhibits A & B.

Project Team:
- Marcia Gallant, AIA (Main Point of Contact)
- Mike Lynch, Construction Administration

Architect's Services:
On-Call Architectural and Peer Review Services.
See Master Agreement and Exhibits A & B.

Compensation:
A maximum fee of $375,095.00 shown on Exhibit C. The fee will be billed monthly based on an hourly basis beginning in April 2023 and ending when the bond projects are completed in 39 months or July 2026.
See attached Exhibit D, MA+ Architecture, LLC 2023 Hourly Rates. Hourly rates to be updated yearly.

Special Terms:

Architect's Scope of Services and Additional Services are described in Exhibits A and B. The following terms shall apply to the Scope of Services and Additional Services.

A. Architect's design and construction document review services are based on a limited scope of review, direction, information, and other constraints, including those of budget and time afforded or directed by Owner. The purpose of the Architect's review is to gauge the level of confidence an experienced design professional can reasonably support after checking the Construction Documents for the items listed in the Scope. Both the level of confidence and reasonable support are dependent on the time and resources applied to the review, which are limited by the Owner's budget and Architect's Scope of Services. Greater time and resources tend to produce higher levels of confidence and support. Therefore, Architect shall comply with the Standard of Professional Due Care for performance of the Scope of Services provided; however, Architect does not make any guarantee or warranty, express, implied, or otherwise, regarding the work product of the Designer of Record (DOR). The DOR shall continue to take full professional responsibility for the Design Construction Documents and Architect's review of such Design and Construction Documents shall not modify or change the DOR's responsibility for such documents nor make Architect responsible for the Design or Construction Documents. Architect shall not become the DOR for any portion of the Project other than revisions to the DOR's documents made by Architect at the direction of the Owner as an Additional Service.

B. The document review is not intended and will not identify all errors, omissions, or conflicts in the Construction Documents. Architect does not assume responsibility for the Construction Documents. Revision of the Construction Documents is beyond the scope of this Agreement, except as authorized as an Additional Service, and, then, is limited to the revisions made by Architect. The scope of the review does not include a value engineering study or a cost of construction review.

C. Architect's Design and Construction Document review is performed for the sole benefit of Owner. Architect's Services shall not create a duty in favor of the DOR or any other third party for the discovery or correction of errors and omissions in the DOR documents, services or guarantee the deliverables are free from error. At no time shall it be construed that Architect, in providing review services is supplanting or supplementing the DOR. The services described are sometimes referred to herein as "Architect's Part of the Project." The written materials prepared by Architect as a result of the services shall be known as Architect's Instruments of Service and shall not include the DOR's Instruments of Services in their professional and contractual responsibility for the design of the Project or construed to assume the liabilities and responsibilities of the DOR.

D. Neither performance of Construction Document review nor Architect's site services, including observation of the Work, shall cause Architect to have control over or responsibility for the operations of Contractor(s), construction means, methods, sequences or techniques of construction, for failure of Contractor(s) to perform Work in accordance with the Construction Documents, nor shall Architect have control over or responsibility for the Contractor(s) safety and security programs or precautions.

DATED this____day of _____, 2023

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

By: _____
Name: _____
Title: President, Board of Education
"Owner"

By: _____
Name:_____
Title: _____
"Architect"

Exhibit A

DESCRIPTION OF SERVICES FOR BOND PROJECT DEVELOPMENT FOR NORMAN PUBLIC SCHOOLS

SERVICES	DESCRIPTION OF SERVICES	NPS	MA+	Design Architect	Contractor
Coordinate Bond Kick Off Meeting with Design and Construction Teams	Setup and Coordinate a kickoff meeting with all design and construction team members to go over and distribute the bond timelines, projects, budgets, procedures manual, design standards and Ed Specs	○	✓		
Development of District Wide Phasing Schedule	Develop timelines for each project and identify phasing schedule for construction across the district.	○	✓		
District Wide Program	Work to review site assessments and develop programs for the entire District. This report will rank by priority each site and each project for the District.	○	✓		
Program Schedule	Develop design program for each project based on assessed needs and desired project improvements	○	✓		
Project Schedules	Develop design and construction timelines for each project.	○	✓		
Bundled Projects	Groups of projects which have common characteristics (e.g. roofs, parking lots, or fire alarm systems) which can be bundled together to take advantage of economies of scale	○	✓		
Bond Project Budget	Once programs and schedules have been established, we will establish and monitor the basic budget for each proposed bond project except for turf, playground and roofing projects. This will become the budget for each architect and contrator/construction manager to adhere to.	✓	✓		

✓ = Primary Responsibility
○ = Minor Responsibility
❋ = Could be NPS Employee

SERVICES	DESCRIPTION OF SERVICES	NPS	MA+	Design Architect	Contractor
Design Standards	Maintain existing design standards to be used across the District. Standards will include: Finishes allowed, location of certain finishes, acceptable fixtures, wall/window thermal performance, acceptable elevators, acceptable roofing, acceptable mechancial and electrical systems, etc.	○	✓		
Education Specifications	Maintain existing educational standards for each site, program and classroom for the District. Standards will include: IT requirements, hardware requirements, teaching equipment, school standards for infrastructure, etc.	○	✓		
Furniture Standards	Support Natalie as required to maintain existing furniture standards for each site, program and classroom for the District. Standards will include: teaching desks, cabinets, shelving, chairs, teacher lounge furniture, cafeteria furniture, work room furniture, etc.	✓	○		
Selection of Contractors/CM's	Assist with advertisement, interviews, bidding, qualifications research and/or obtaining quotes for work performed in the District.	✓	✓		
Attend Staff and Community Meetings	Attend /coordinate staff and community meetings required for the successful implementation of each Project and the Program in support of the District and make presentations as necessary.	✓			
Coordinate and Monitor Local Building Permit Processes	Work with design/construction teams and the City of Norman to facilitate plan reviews, building permit processes and final inspections for projects throughout the district.		✓	✓	✓
Coordinate and Monitor Third Party Consultants	Work with and monitor any additional consultants that may be needed. This may include: Roofing Consultants, Mechanical-Electrical-Plumbing Engineers, Civil Engineers, Furniture Vendors, Mold-Asbestos Testing and Abatement Agencies, etc.		✓	✓	

✓ = Primary Responsibility

○ = Minor Responsibility

❋ = Could be NPS Employee

SERVICES	DESCRIPTION OF SERVICES	NPS	MA+	Design Architect	Contractor
Invoice Review / Pay-App Review	Review contractor billings submitted and approved by the Architects. Additionally will review and approve billings submitted by Architects and other project consultants.	○	✓	✓	✓
Monthly Reporting	Monthly reports and meetings describing project status, unexpected conditions or issues, project schedules & budgets, remaining bond funding/cash flow, etc. for review and consideration by the District. As necessary, this may include reports to the school board as well.		✓	✓	✓
Procedures Manual	Maintain manual for use by all consultants and contractors with required contact information, safety contacts, school emergency procedures, security protocols, etc. for use by all who will be working at school sites.	○	✓		
Preliminary Design Report Review	Establish preliminary design submission requirements. Review of design architects submission of designs, estimates and schedules for adherance to program requirements previously established.		✓		
Cost Estimate Review at 95% DD and CD	Review and evaluate design architect's estimate (or contractor estimate) and will provide a report of its findings.		✓		
Construction Bidding Management	Assist Norman Public Schools and their Architects / Construction Managers in the preparation of bid documents and analysis of bid results.		✓		
Basic Construction Observation	Weekly (or bi-weekly) observation of project construction. Attendance at each project construction meeting. Provide written report, review of pay-apps, change orders, submittals, etc. Provide recommendations as necessary throughout construction to ensure proper delivery of project to Norman Public Schools.	✓	✓	✓	✓

✓ = Primary Responsibility
○ = Minor Responsibility
❋ = Could be NPS Employee

SERVICES	DESCRIPTION OF SERVICES	NPS	MA+	Design Architect	Contractor
Coordination of Architect, Contractor / CM	Coordination of design architect, contractor / construction manager. Primary point of contact between NPS and architects / consultants / contractors.		✓		
Project Closeout (MA+ would provide this service on an hourly basis as required by NPS)	Participate in the punch list review process on site until each contractor has successfully completed the project and has received final payment. Work with design architects to ensure closeout documents are provided by contractors, (including warranty information). Require As-Built drawing documentation from both contractors and architect. Have Brad Copelin or other NPS representative at each review.	✓	○	✓	✓

✓ = Primary Responsibility
○ = Minor Responsibility
❋ = Could be NPS Employee

EXHIBIT B

ADDITIONAL SERVICES

for Bond Management for Norman Public Schools

Additional Services would only be provided upon prior written and clearly detailed direction of Norman Public Schools. The Bond Manager may be directed to perform any, all, or none of the following Additional Services:

1. Provide assistance, analysis and coordination of work or services to be performed under separate contracts or to be performed by Norman Public School's own forces, which work or services are outside the scope of work of Bond Manager's contracted services.

2. Provide analysis and services related to future facilities, systems improvements and equipment, which are not intended to be designed or constructed as a part of the Program.

3. Provide architectural and engineering design services required for any individual Project or group of projects that includes but is not limited to building design, selection and procurement of equipment and other related equipment for the individual Projects.

4. Attend meetings with community members in excess of two meetings per school.

5. Gathering, reviewing or analyzing data not directly related to the physical plant of any Project, such as demographic information, Information Technology, security or transportation.

6. Make revisions due to deficiencies or conflicts in documents prepared by Norman Public School, third party architects and/or engineer of record for any Project, if required, in which case the Bond Manager agrees to perform the revisions according to reasonable professional standards and accepts responsibility for the work performed.

7. Provide professional services made immediately necessary by the default of the architect and/or engineer of record or contractor for any Project, if required, in which case the Bond Manager agrees to perform the revisions according to reasonable professional standards and accepts responsibility for the work performed.

8. Produce miscellaneous presentation materials not originally anticipated as a part of the Program.

9. Provide extraordinary and continuing alternative dispute resolution services.

10. Prepare to serve or serve as expert witness in connection with any legal proceeding.

11. Provide detailed building surveys and produce existing condition drawings of structures to be remodeled, renovated or removed. These services may include the conversion of existing drawings to electronic media.

12. Provide assistance in public relations or marketing efforts either with Bond Manager employees directly or through a sub-consultant of Bond Manager, which sub-consultant will be submitted to Norman Public Schools for approval.

13. Services required by Bond Manager resulting from delays caused in whole or in part by:
    a. Changes to the Program or to Project(s) directed by Norman Public Schools
    b. Default of Architect, Contractor or Construction Manager

Exhibit "C"

2023 Projects Construction Costs for Architects and CM's

Construction costs below are only listed for the projects beginning design in 2023.
* These projects will not have associated bond oversight fees.

District Site Projects	Construction Costs	Remarks
MA+ Project Packages		
Norman North Stadium / NHS Stadium Upgrades	$18,625,000.00	*
Oklahoma Aviation Academy	$40,000,000.00	*
Dimensions	$125,000.00	*
Total:	**$58,750,000.00**	
LWPB Project Packages		
New All School PAC	$11,250,000.00	
Total:	**$11,250,000.00**	
CWA Project Packages		
Cleveland Elementary Interior Reno Only	$2,112,500.00	
McKinley Elementary	$6,036,250.00	
Monroe Elementary	$7,393,750.00	
Total:	**$15,542,500.00**	
Total 2023 Construction Cost, Minus MA+ Projects:	**$26,792,500.00**	

Exhibit “D”
MA+ Architecture, LLC Hourly Rates
Effective January 1, 2023

Principal Architect	**$185.00**
Senior Architect	**$170.00**
Project Architect / Level II	**$160.00**
Project Architect / Level I	**$150.00**
Project Manager / Level III	**$140.00**
Project Manager / Level II	**$130.00**
Project Manager / Level I	**$120.00**
Architectural Intern / Level III	**$110.00**
Architectural Intern / Level II	**$100.00**
Architectural Intern / Level I	**$90.00**
Interior Designer, Registered / Manager	**$150.00**
Interior Designer, Registered	**$140.00**
Interior Designer, Intern II	**$105.00**
Interior Designer, Intern I	**$90.00**
Graphic Design / Animation	**$140.00**
Marketing / Graphic Design	**$100.00**
CAD Operator / Level III	**$95.00**
CAD Operator / Level II	**$90.00**
CAD Operator / Level I	**$85.00**
Administrative / Level II	**$85.00**
Administrative / Level I	**$65.00**
Mileage Rate	**65.5 cents per mile**

MANAGEMENT AGREEMENT

This Management Agreement ("Agreement"), is entered into as of this 1st day of March, 2023, by and between INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA ("District"), and SODEXO MANAGEMENT, INC., a New York corporation ("Sodexo"). Sodexo and District shall be known individually as a "Party" and collectively as the "Parties". The Parties agree as follows:

ARTICLE I
PURPOSE OF THIS AGREEMENT

1.1 Purpose of Agreement. Sodexo is a provider of professional Custodial Services (the "Services"). This Agreement sets forth the terms and conditions upon which District provides Sodexo the exclusive right to manage and operate the Services for District at the Premises.

1.2 Independent Contractor. Sodexo shall be an independent contractor and shall retain control over its employees and agents. Nothing in this Agreement shall be deemed to create a partnership, agency, joint venture or landlord-tenant relationship.

1.3 Previous Agreements. District and Sodexo previously entered into an agreement dated June 27, 2018, and subsequent amendments (collectively, the "Previous Agreement"), concerning the scope of Services to be provided by Sodexo as set forth in Section 1.1 herein. This Agreement supersedes the Previous Agreement and any and all other previous agreements relating to the subject matter as specified in Section 1.1 herein. Notwithstanding the foregoing, any invoiced and unpaid amounts due to Sodexo under the Previous Agreement shall remain due and payable.

ARTICLE II
DEFINITIONS

2.1 Accounting Period. A period of a calendar month, twelve (12) of which shall constitute an accounting year.

2.2 Charge. A fee established by Sodexo for goods or services provided by Sodexo.

2.3 Custodial Services. Custodial Services include the services that are identified in Schedule II.

2.4 General Support Services Allowance. An allowance for Sodexo overhead for (i) the supervision of and technical support for Sodexo employees by executives not assigned to the Services operation, and (ii) general support provided by Sodexo's accounting, tax and internal audit departments.

2.5 Premises. District's facilities described in Schedule I attached hereto, including District administrative offices located at 131 S. Flood Avenue in Norman, Oklahoma 73069.

2.6 Small Equipment. Mops, brooms, buckets, pails, brushes, hand tools, etc. used in the Custodial Services.

ARTICLE III
TERM AND TERMINATION

3.1 Term. The term of this Agreement is one (1) year ("Initial Term"), commencing on July 1, 2023 and continuing through June 30, 2024.

Notwithstanding the foregoing, in the event this Agreement expires and Sodexo continues to provide the Services, this Agreement shall continue thereafter in accordance with the existing terms and conditions in effect as of the expiration date until amended by mutual written agreement of the Parties or until terminated by either Party upon no less than sixty (60) days' prior written notice.

District and Sodexo agree to participate in Expectations Sessions throughout the term of this Agreement with a minimum of one (1) per contract year and in accordance with Exhibit A, attached.

3.2 Termination for Cause.

A. If either Party breaches a material provision hereof ("Cause"), the non-breaching Party shall give the other Party written notice of such Cause. If the Cause is remedied within sixty (60) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specified period, the Party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either Party at law or in equity. The following shall also constitute "Cause" to the extent permitted by applicable law.

B. In addition to all other rights set forth herein, either Party may terminate this Agreement, without prior notice, should any of the following events occur:

1. The filing of a petition pursuant to which an adjudication of bankruptcy is entered by either Party or the parent corporation of either Party; or the entry of an order, judgment or decree by a court of competent jurisdiction, on the application of a creditor, adjudicating either Party or the parent corporation of either Party as insolvent or approving a petition seeking reorganization or appointing a receiver or an assignee for benefit of creditors, trustee or liquidator; or

2. The consent to an involuntary petition in bankruptcy or the failure to vacate, within sixty (60) days from the date of entry thereof, any order approving an involuntary petition by either Party or the parent corporation of either Party.

3.3 Termination without Cause. Either Party may terminate this Agreement, in whole or in part, at any time, without Cause, upon no less than sixty (60) days' prior written notice to the other Party.

3.4 Effect of Termination. Commencing with the date notice of termination is issued by either Party and continuing through Sodexo's final day of operations all outstanding amounts shall immediately become due and payable.

ARTICLE IV
SERVICES

4.1 Service and Locations. Sodexo shall manage and operate the Services at the Premises for District as specified in this Agreement and in accordance with the terms set forth in the following Exhibits, attached hereto and incorporated herein:

Exhibit A	Expectations Sessions
Schedule I:	Areas to be Serviced
Schedule II:	Duties and Frequencies
Schedule III:	Investment

ARTICLE V
EMPLOYEES

5.1 Sodexo Employees. Sodexo shall recruit, hire, train, supervise, direct, and, if necessary, discipline, transfer and discharge management employees and non-management employees working in the Services. All personnel employed by Sodexo shall at all times and for all purposes be solely in the employment of Sodexo. Sodexo shall provide sufficient and qualified managers to supervise the Services.

5.2 Sodexo Non-Management Employees. All non-management Services employees shall be Sodexo employees and shall be compensated directly by Sodexo. Sodexo shall consider District's employee policies and practices when establishing policies and practices for Sodexo employees. Sodexo shall not, without District's prior approval, make any substantial change in wages, fringe benefits or working conditions of non-management Services employees, unless required by applicable law, regulation, ordinance or court order.

5.3 Personnel Obligations. Sodexo shall withhold all applicable federal, state and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation costs, and shall file all required documents and forms.

5.4 Agreement Not To Hire. District acknowledges that Sodexo's salaried employees are essential to Sodexo's core business of providing management services and are familiar with Sodexo's operating procedures and other information proprietary to Sodexo. Therefore, District shall not, without Sodexo's prior written consent, solicit for employment, hire, make any agreement with, or permit the employment in any facility owned or controlled by District, of any person who is or has been a Sodexo salaried employee assigned to the Services at the Premises, within the earlier of one (1) year after such employee terminates employment with Sodexo or within one (1) year after termination of this Agreement. If District hires, makes any agreement with or permits employment of any such employee in any District operation providing facilities management services within the restricted period, it is agreed by District that Sodexo shall suffer damages and District shall pay Sodexo as liquidated damages, and not as a penalty, an amount equal to two (2) times the then-current annual salary of each Sodexo salaried employee hired by District. This sum has been determined to be reasonable by both Parties after due consideration of all relevant circumstances. This provision shall survive termination of this Agreement.

5.5 Equal Opportunity and Affirmative Action Employer. Neither Party shall discriminate because of race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, veteran status, or any other basis protected by applicable law,

in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning the Services employees. Each Party affirms that it is an equal opportunity employer. The staffing, promotion, placement or assignment of employees who work on this account must be done without any preference or limitation based on race, color, religion, sex, age, national origin, disability, sexual orientation, ancestry, citizenship, pregnancy, marital status and gender identity, genetic information, veteran status, or any other basis protected by applicable law. This obligation applies to the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning Sodexo's employees. Under no circumstances shall Sodexo permit a request or suggestion by a client to place a particular employee in an account to override Sodexo's non-discrimination policy.

In addition, Sodexo affirms that it is an affirmative action employer. With respect to this Section 5.5, Sodexo shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, Executive Order 11246; Rehabilitation Act of 1973; Vietnam Era Veterans Readjustment Assistance Act of 1974; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; and any additions or amendments thereto.

5.6 Training Programs. Sodexo shall provide and maintain training equipment, films, slides, literature, daily work and project schedules, software, standard operational procedures and training manuals to be used in training the Services employees. These materials shall at all times remain under Sodexo's exclusive control and shall be deemed the property of Sodexo.

5.7 Relocation Expenses. Sodexo shall exercise all commercially reasonable efforts to hire management staff from the local labor market. However, in the event Sodexo is unsuccessful with such local recruiting efforts and it becomes necessary to relocate qualified managers at District's request, Sodexo's relocation expenses shall be reimbursed by District for each employee relocated to the area of the Premises and assigned to the Services, in accordance with Sodexo's policies. Sodexo shall provide District with estimated relocation expenses prior to incurring any such expenses. Conversely, if Sodexo initiates a management change and relocation is required, any relocation expenses shall be the responsibility of Sodexo.

ARTICLE VI
PREMISES, EQUIPMENT, MAINTENANCE AND INVENTORIES

6.1 Condition of Premises and Equipment. The Premises and equipment provided by District for use in the Services operation shall be in good condition and maintained by District to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health (including, without limitation, OSHA regulations). Any modifications or alterations to the workplace or the Premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of District and shall be at District's expense.

To the best of District's knowledge, the Premises do not contain any hazardous levels of asbestos or asbestos containing materials. To help protect the health and safety of Sodexo's employees and District's students, faculty, staff and employees, if District becomes aware or receives notice or other communication concerning the presence of hazardous levels of asbestos or asbestos containing materials in the Premises, District shall deliver to Sodexo, within fifteen (15) days of receipt of such notice, a copy of any such notice or communication. In addition, District shall, at its sole cost and expense, promptly take all actions required by any

governmental agency or which are reasonably necessary to mitigate any unsafe environmental condition caused by the presence of asbestos or asbestos containing materials.

To the extent permitted by law, District hereby indemnifies and agrees to reimburse, defend and hold harmless Sodexo against any and all liabilities, losses or claims resulting from the presence of asbestos or asbestos containing materials in the Premises. This obligation shall include, without limitation, the burden and expense of defending all claims, suits and administrative proceedings (even if such claims, suits or administrative proceedings are groundless, false or fraudulent) resulting from the presence of asbestos or asbestos containing materials in the Premises. Such obligation shall not be affected by any investigation by or on behalf of Sodexo or by any information which Sodexo may have received or obtained with respect to the matter indemnified by District hereunder.

The foregoing provisions shall survive termination of this Agreement.

6.2 Capital Equipment. Sodexo shall provide capital equipment for the Services as specified in Schedule III.

6.3 Inventories of Cleaning Supplies and Paper Supplies for the Services. Sodexo shall purchase the inventory of food, beverages, goods, merchandise and supplies, the Charges for which shall be charged as Operating Expenses as provided in Section 7.1 below. District shall own the inventories.

6.4 Inventory of Small Equipment. District shall provide and own the inventory of Small Equipment. If at any time Sodexo is to provide additional Services, District shall be responsible to increase, without charge to Sodexo, inventories required for the additional Services. Sodexo shall maintain required inventory levels and charge replacements expenses as an Operating Expense. District shall own the inventories.

ARTICLE VII
FINANCIAL ARRANGEMENTS

7.1 Management Fee Arrangement. Commencing on July 1, 2023, the following financial arrangements shall be in effect:

A. Sodexo shall invoice District for Operating Expenses in connection with the Services.

B. Operating Expenses shall be defined as all costs, Charges and expenses incurred in connection with the Services including, but not limited to, the following:

1. The invoiced amounts to Sodexo for goods and services, including merchandise, cleaning products, chemicals, equipment, supplies, and other contracted services.

2. Services labor, including salaries (and bonuses, if any), wages, taxes, health benefits, payroll processing, retirement plans, and the cost of administering such plans and services;

3. A General Support Services Allowance equal to three percent (3%) of Operating Expenses described in Subsections 1, 2 and 4;

4. Other costs, Charges and expenses, including, but not limited to, amortization or depreciation of equipment, any Investments made pursuant to the terms of this Agreement, Charges for workers' compensation and general liability insurance based on average manual rates for such insurance in the geographic area of the Premises, and other insurance related to the Services provided herein, cost of licenses, permits and certifications, information systems, software and software maintenance, third party recruitment and placement fees, marketing and promotional or proprietary materials, uniforms, signage, overnight delivery, if necessary, minor equipment, repair and maintenance of Sodexo-supplied equipment, sales, use, and other taxes related to the purchases made for the Services, out-of-pocket travel and related expenses for training of employees assigned to the Services, including the costs of an on-site trainer temporarily assigned to the Premises, criminal background investigations, drug screening and employee health examinations for Sodexo's employees assigned to the Services at the Premises, and other items and contracted services purchased on behalf of the Services.

C. District shall pay Sodexo a "Management Fee" equal to three percent (3%) of Operating Expenses described in Subsections 1, 2 and 4;

D. Many of Sodexo's manufacturers, suppliers and distributors provide rebates, allowances, and other payments to Sodexo based on Sodexo's purchasing commitments, aggregate growth incentives and other factors. Prompt payment discounts and all rebates, allowances and other payments obtained from manufacturers, suppliers and distributors, shall be retained by Sodexo.

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

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

Sixty (60) days immediately after the date of invoice, all amounts invoiced shall be considered final and each Party waives its right to contest said invoice and the Services covered by any such invoice.

If District fails to pay amounts due pursuant to this provision, Sodexo may direct its suppliers to invoice District directly for supplies and District shall pay such invoices in accordance with the suppliers' terms.

7.3 Right of Offset and Prepayment.

A. At any time when District is over thirty (30) days past due on any payment obligations to Sodexo, Sodexo shall have the right to offset all or any portion of such outstanding receivables or any other sums due Sodexo from District, from any amounts owed by Sodexo to District.

B. In the event that any two (2) payments are late by more than thirty (30) days within any given twelve (12) month period, Sodexo in its sole discretion shall have the right to require that District pay, on a prepayment basis at least one (1) week in advance of each Accounting Period, the estimated amount due Sodexo for that Accounting Period. The

estimated amount shall be adjusted and reconciled to the actual amount in the next prepayment invoice or, if District is no longer past due on its obligations to Sodexo, with the next invoice due under Section 7.2 above. This remedy is not intended to be exclusive and is in addition to any other rights or remedies available to Sodexo at law or in equity.

7.4 Changes in Services. If District requests a change in the Services; opens new buildings or permanently closes buildings or transfers additional Services functions to Sodexo; or if there is a change in the use of building, and such change in Services results in an increase or decrease in costs to Sodexo, Sodexo's compensation shall be adjusted by an amount equal to the projected change in costs to Sodexo.

7.5 Sodexo's Investment. Sodexo shall purchase equipment for the Services in an amount not to exceed Thirty Thousand Dollars ($30,000.00) ("Investment"). Such equipment is specified in Schedule III attached hereto. Sodexo shall amortize the Investment on a straight-line basis over one (1) year, commencing July 1, 2023. Such amortization shall be charged as an Operating Expense. Sodexo shall own the Investment. Subject to Section 9.6, upon complete amortization, ownership shall transfer from Sodexo to District.

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

(i) this Agreement expires or this Agreement is terminated in whole or in part;

(ii) this Agreement is amended and such modification has an adverse economic impact on Sodexo; or

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

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

ARTICLE VIII
FINANCIAL ADJUSTMENTS

8.1 Change in Conditions and/or Service Requirements.

A. Conditions. The financial terms set forth in this Agreement and other obligations assumed by Sodexo hereunder are based on conditions in existence on the date Sodexo commences operations, including by way of example, utilization of Sodexo's procurement program; District's student population; labor; and supply costs and Charges; applicable taxes; applicable laws; the scope of Services; and District's policies and practices. In addition, Sodexo has relied on representations regarding existing and future conditions made by District in connection with the negotiation of this Agreement. In the event of a change in the conditions or the inaccuracy of any representation made by District, the financial terms and other obligations assumed by Sodexo hereunder shall be renegotiated on a mutually agreeable basis to reflect such change or inaccuracy.

B. Service Requirements. If District (i) requires expansion of or reduction in the scope of Services, (ii) changes the use of Sodexo's procurement program and/or (iii) requests (a) any change in the use of disposables (i.e., from non-biodegradable products to biodegradable products); (b) use of specialty products (e.g., use of locally produced products or supplies, organic products, etc.); or (c) additional management/resource personnel to conduct a specific function unrelated to the Services, and such change or request results in an increase or decrease in costs, Charges or expenses to Sodexo, Sodexo's compensation shall be adjusted by an amount equal to the projected change in costs, Charges or expenses plus a mutually agreed upon amount for contribution to supporting overhead and profit from the date at which the change or request took effect.

8.2 Adjustments. The financial arrangement set forth in this Agreement shall be adjusted to reflect additional costs incurred by Sodexo (i) in connection with the implementation of any local, state, or federal legislation or other legal requirements, including, but not limited to, the requirements found in the Patient Protection and Affordable Care Act and Health Care and Education Reconciliation Act of 2010; or (ii) increases in benefit costs paid by Sodexo on behalf of covered employees, including, but not limited to, certain paid leave as mandated by applicable federal, state, or local laws. The adjustment to the financial arrangement shall be effective from the date the events of (i) and/or (ii) occur or take effect.

8.3 Merit Increase. The Parties acknowledge and agree that Sodexo's hourly employees' compensation shall be increased by four percent (4%) effective July 1, 2023.

ARTICLE IX
GENERAL TERMS AND CONDITIONS

9.1 Taxes.

A. Sodexo shall bill and collect sales and use taxes, if applicable, on purchases or fees billed to District.

B. If additional sales or use or any other transaction related taxes are assessed against the Services operation, District shall reimburse Sodexo for such assessment and any interest and penalties related to such assessment upon receipt of an invoice from Sodexo; except that District shall not be responsible for any assessment attributable to Sodexo's negligent failure to timely submit any known tax filing or report. Sodexo shall be responsible for its city, state or federal income taxes including any tax burdens or benefits arising from its operations hereunder. This provision shall survive termination of this Agreement.

9.2 Compliance with Law.

A. Each Party shall comply with all applicable laws, ordinances, rules and regulations relating to the Services operation and, as applicable to a Party, obtain and maintain required licenses and permits as necessary. Each Party shall cooperate with the other to accomplish the foregoing.

B. Sodexo shall respond to all regulatory agencies relating to the Services and shall provide its employees with Safety Data Sheets on all products in use in the Services.

9.3 Insurance. The Parties shall maintain insurance as follows:

A. Workers' Compensation Insurance. Each Party shall maintain workers' compensation coverage as required by state law and Employers' Liability in the amount of One Million Dollars ($1,000,000.00) each accident covering all of its employees.

B. Commercial General Liability Insurance. Sodexo shall maintain during the term of this Agreement, Commercial General Liability Insurance with a limit of not less than Five Million Dollars ($5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Blanket Contractual Liability and Products Liability, covering only the operations and activities of Sodexo under this Agreement and, upon request, shall provide District with a certificate evidencing such policies. The insurance policies shall contain a provision whereby the insurer(s) shall provide notice of cancellation in accordance with the provisions of the policy. District shall be named as an additional insured under Sodexo's policies of insurance defined in this Section 9.3.B to the extent District is indemnified pursuant to Section 9.4. Such additional insured status may be granted by blanket additional insured provision.

C. Property Insurance. District shall maintain, or cause to be maintained, a system of coverage (either through purchased insurance, self-insurance, or a combination thereof) to keep the buildings, including the Premises, all property contained therein and District's other property insured against loss or damage by fire, explosion or other cause normally covered by special causes of loss form and builders risk property insurance policies.

D. Cyber Liability Insurance. Each Party shall maintain Cyber Liability Insurance in the amount of One Million Dollars ($1,000,000.00) per each occurrence.

9.4 Liability and Indemnity.

A. Employment Claims. Each Party hereto shall be solely responsible for all claims asserted by or on behalf of the employees on its respective payroll, including employment and personnel actions (such as wrongful termination, discrimination, etc.) and claims arising out of injuries occurring on the job.

B. Property Damage Claims. With respect to claims for damage to the property of the Parties, for which the Parties maintain a system of coverage on their respective property, and based on the representations contained in Section 9.3 above, each Party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other Party hereto and its subsidiaries and affiliates for loss or damage to such Party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in special causes of loss form and builders risk property insurance policies.

C. Consequential Damages. In no event shall either Party be liable to the other for consequential, indirect or incidental damages (including punitive damages and lost profits), even if such Party has been advised of the possibility of such damages in advance.

D. Other Claims for Personal Injury or Property Damage. With respect to claims for personal injury not covered by sub-Section A and claims for damage to property not covered by sub-Section B or to the extent permitted by law, Sodexo and District shall defend, indemnify and hold each other harmless from and against all claims, liabilities, losses and expenses, including reasonable costs, collection expenses, attorneys' fees and court costs, which may arise because of the sole negligence or willful misconduct of the indemnifying Party, its agents or employees in the performance of its obligations under this Agreement.

E. This Section 9.4 shall survive termination of this Agreement.

9.5 Purchasing/Non-Sodexo Approved Vendors. District acknowledges that Sodexo shall utilize its own supplier network for the provision of goods, supplies and services in the performance of its obligations hereunder. District understands that Sodexo has entered into agreements with many vendors and suppliers of products and services which (i) give Sodexo the right to inspect such vendors' and suppliers' plants and/or storage facilities and (ii) require such vendors and suppliers to adhere to standards to ensure the quality of the products and/or services purchased by Sodexo for or on behalf of District. District shall not require Sodexo to use products and/or services from non-Sodexo approved vendors.

9.6 Sodexo Trade Secrets and Proprietary Rights.

A. During the term of this Agreement, Sodexo may grant to District a nonexclusive right to access certain proprietary materials of Sodexo, including Services survey forms, software (both owned by and licensed to Sodexo), and similar items regularly used in Sodexo's business operations ("Proprietary Materials"). In addition, District may have access to certain non-public information of Sodexo, including, but not limited to, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, surveys and studies, and similar compilations regularly used in Sodexo's business operations ("Trade Secrets"). Trade Secrets shall not include (i) any information which at the time of disclosure or discovery or thereafter is generally available to and known by the public or the relevant industry (other than as a result of a disclosure directly or indirectly by District), or (ii) any information which was available to District on a non-confidential basis from a source other than Sodexo, provided that such source was not bound by an agreement prohibiting the transmission of such information, or (iii) any information independently developed or previously known without reference to any information provided by Sodexo.

B. District shall not disseminate any Proprietary Materials or disclose any of Sodexo's Trade Secrets, directly or indirectly, during or after the term of this Agreement. District shall not photocopy or otherwise duplicate any such material without the prior written consent of Sodexo. All Trade Secrets and Proprietary Materials, including signage, service marks and trademarks, shall remain the exclusive property of Sodexo and shall be returned to Sodexo immediately upon termination or expiration of this Agreement.

C. Without limiting the foregoing, District specifically agrees that all software associated with the operation of the Services, including without limitation, accounting systems, and other software, is owned by or licensed to Sodexo and not District. Furthermore, District's access or use of such software shall not create any right, title, interest, or copyright in such software, and District shall not retain such software beyond the termination of this Agreement. Data processed by the software shall remain the property of Sodexo; however, at District's request, upon termination or expiration of this Agreement Sodexo shall provide District with a copy of the data processed by such software in a format to be mutually agreed upon by the Parties.

D. The provisions set forth in this Section 9.6 shall survive termination or expiration of this Agreement. In the event of any breach of the provisions set forth herein, Sodexo shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available.

9.7 Assignment. This Agreement may not be assigned by either Party without the written consent of the other Party, except that either Party may, without prior approval and without being released from any of its responsibilities hereunder, assign this Agreement to any affiliate or wholly-owned subsidiary of such Party.

9.8 Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and served personally, delivered by courier or a nationally recognized overnight delivery service, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other Party as follows:

To District: Norman Independent School District
Attention: Dr. Nick Migliorino
Title: Superintendent
131 S. Flood Avenue
Norman, Oklahoma 73069

To Sodexo: Sodexo Management, Inc.
Attention: Stephen Dunmore
CEO, North America Schools
9801 Washingtonian Boulevard
Gaithersburg, Maryland 20878

and: Sodexo Management, Inc.
Attention: Law Department
9801 Washingtonian Boulevard
Gaithersburg, Maryland 20878
Email: SodexoLawDept.USA@sodexo.com

and/or to such other persons or places as either of the Parties may hereafter designate in writing. With respect to any written notice or communication transmitted by District to Sodexo's Law Department in accordance with this Section 9.8, District may, as an additional notification, use the email address set forth herein. Email notification shall not be used as an alternative to written notice served personally, delivered by courier or a nationally recognized overnight delivery service, or sent by United States certified mail, postage prepaid with return receipt requested. All such notices shall be effective when received or refused, except in the case of overnight delivery by a nationally recognized delivery service in which case notice shall be effective the day after deposit with the delivery service.

Any request issued by Sodexo to change the Sodexo U.S. mailing address for check payments or to change the Sodexo bank account for U.S. electronic wire or ACH payments will only be communicated in writing by a Sodexo Authorized Officer (Treasurer or Assistant Treasurer). If during the Term of this Agreement, District receives such a request, prior to taking any action District shall verify the validity of such request by contacting the Sodexo Accounts Receivable Department directly via one of the methods below.

Email: AccountsReceivable.NorAm@Sodexo.com
Phone: 1-866-372-3160
Fax: 716-568-8408
Website: https://us.sodexo.com/contact.html

9.9 Catastrophe. Neither Sodexo nor District shall be liable for failure to perform its respective obligations under this Agreement when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strike, vandalism, war, riot, sabotage, pandemic,

weather and energy related closing, governmental rules or regulations, failure of third parties to perform their obligations with respect to the Services, or like causes beyond the reasonable control of either Party, or for real or personal property destroyed or damaged due to such causes.

Notwithstanding the foregoing, Sodexo shall continue to provide the Services during a catastrophe as described above, as such Services may be modified by mutual agreement of the Parties based on existing conditions or the nature of the catastrophe, and to the extent that the safety and welfare of Sodexo's employees are not jeopardized. District shall reimburse Sodexo for any District-approved additional costs, Charges, and expenses incurred by Sodexo in providing the Services, or modified Services, for the duration of the catastrophe, in accordance with the terms of this Agreement.

9.10 Construction and Effect. The article and section headings used herein are used solely for convenience and shall not be deemed to limit the subject of the articles and sections or be considered in their interpretation.

9.11 Recovery Fees. In the event that any action is taken by either Party to enforce any term, covenant or condition of this Agreement, the prevailing Party (or in the case of failure to make payment when due, the initiating Party) shall be entitled to recover reasonable attorneys' fees, collection service expenses, court costs and related expenses.

9.12 Entire Agreement. This Agreement contains all agreements of the Parties with respect to matters covered herein, superseding any prior agreements and all other contractual commitments and/or documentation. Any exhibits referred to herein are made a part of this Agreement by reference; however, in the event of a conflict between the terms of such exhibit or any other document incorporated herein and the terms of this Agreement, the terms of this Agreement shall govern unless an exhibit or other incorporated document expressly states that the exhibit or incorporated document (or a provision of the exhibit or incorporated document) supersedes the conflicting provision contained in this Agreement.

For ease of reference by the Parties, the exhibits and schedules identified below are attached hereto and incorporated herein as of the commencement date of this Agreement. Nothing contained in this Section shall prohibit the Parties from modifying, eliminating or adding schedules or exhibits upon the mutual written agreement of the Parties.

Exhibit A	Expectations Sessions
Schedule I	Areas to be Serviced
Schedule II	Duties and Frequencies
Schedule III	Investment

9.13 Amendments to Agreement. All provisions of this Agreement shall remain in effect throughout the term hereof unless the Parties agree, in a written document signed by an authorized signatory of both Parties, to amend, add or delete any provision. Email correspondence shall not qualify as a written document signed by an authorized signatory.

9.14 Waivers and Approvals. The waiver or approval by either Party of or under any term or condition of this Agreement at any time shall not be deemed a waiver or approval unless provided in writing by an authorized representative of the waiving or approving Party.

9.15 Severability. The determination by any court of competent jurisdiction that any provision of this Agreement or the application of any provision of this Agreement is invalid, illegal or unenforceable to any extent shall not affect the validity, legality and enforceability of

the remaining provisions of this Agreement so long as the removal or unenforceability of such provision does not materially affect the economic or legal rights, interest or intentions of the Parties. If such removal or unenforceability does materially affect the economic or legal rights, interest or intentions of the Parties, then the Parties shall negotiate in good faith to amend this Agreement so as to maintain the original intent of the Parties as closely as possible. If the Parties are unable to reach agreement within sixty (60) days after the issue is first raised by either Party, then the affected Party (or either Party if both Parties are affected) may terminate this Agreement upon written notice to the other Party.

9.16 Authority. Each individual executing this Agreement, on behalf of or as a representative of a Party, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of such Party and that this Agreement is binding upon District and Sodexo in accordance with its terms.

9.17 Regulations and Access. District may make reasonable regulations for use and occupancy of the Premises and shall give Sodexo written notice thereof. District's authorized representatives shall have access to the Premises at all times. District grants Sodexo approval to use in performance of its Services on the Premises all promotional, informational or marketing activities or materials, including the names, trademarks, logos and symbols of Sodexo in order to provide the customer the complete Sodexo Experience.

9.18 Dispute Resolution. If a dispute should arise between the Parties with respect to their obligations hereunder or the interpretation of this Agreement, prior to the commencement of any legal action, the Parties agree to meet and confer in good faith on all matters of common interest on all controversies, claims or disputes ("Dispute") which materially affect the performance of either Party under this Agreement. As soon as a Dispute is recognized by either Party, such Party shall communicate the substance of the Dispute to each Party's primary contact. Once a Dispute has been raised, the primary contacts shall make all reasonable efforts to reach a resolution within two (2) weeks after the Dispute has been identified. If the Dispute cannot be resolved between the Parties' respective primary contacts, then the Parties shall submit such matters to their respective executive management, who shall make all reasonable efforts to reach a resolution within thirty (30) days after the Dispute has been referred to them. The foregoing, however, shall not prevent or limit either Party's right to apply to a court of competent jurisdiction for a temporary restraining order, preliminary or permanent injunction, or other similar equitable relief.

9.19 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard for that state's choice of law principles.

9.20 Confidentiality. The terms and conditions of this Agreement are confidential. District and Sodexo represent and warrant to each other that each Party shall maintain the confidentiality of the terms and conditions of this Agreement, however, such restriction shall not prohibit either Party from disclosing the existence of the relationship, term of this Agreement or the projected sales volume related to the terms of this Agreement.

9.21 Electronic Signatures. The Parties agree that this Agreement and subsequent Amendments may be executed using electronic contracting technology using symbols or other data in digital form and agree that such electronic signature is the legal equivalent of a manual signature binding the Parties to the terms and conditions stated herein.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date indicated in the first paragraph or the first day of the Term, whichever is sooner.

INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA

By: _____
Name (printed): _____
Title: Board President

SODEXO MANAGEMENT, INC.

By: _____
Brad L. Lozier
Senior Vice President

EXHIBIT A
EXPECTATIONS SESSIONS

Expectations Sessions

Expectations Sessions are **annual** meetings requiring the attendance of all key stakeholders who have an interest in the Services under this Agreement. Expectation Sessions shall be held regularly throughout the contract term with at least one per contract year.

Objectives:

1. Sodexo shall share customer/District satisfaction results, financial performance, successes and challenges from the previous year.
2. District expectations from the previous session shall be reviewed and expectations moving forward shall be established.
3. Once Sodexo has identified the current District expectations, Sodexo shall develop a proposed plan of initiatives, strategies and innovations for the upcoming year. This plan ensures that Sodexo is aligning its service delivery with the expectations of District.

Participants:

The Parties shall mutually agree upon the participants for each Expectations Session.

SCHEDULE I
AREAS TO BE SERVICED

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

ARTICLE I
FACILITIES

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

Name of Facility	Notes	Gross Sq / Ft
Norman High School		344,227
Norman North High School		368,583
Performing Arts Center		46,401
Alcott Middle School		128,529
Longfellow Middle School		126,508
Irving Middle School	Including NHS Athletic Facility	132,049
Whittier Middle School		138,526
Adams Elementary School		77,557
Cleveland Elementary School		67,661
Eisenhower Elementary School		69,492
Jackson Elementary School		68,708
Jefferson Elementary School		58,484
Kennedy Elementary School		64,878
Lakeview Elementary School		49,339
Lincoln Elementary School		55,625
Madison Elementary School		68,290
McKinley Elementary School		50,319
Monroe Elementary School		66,689
Truman Elementary School		59,929
Truman Primary School		61,632
Reagan Elementary School		82,159
Roosevelt Elementary School		74,056
Washington Elementary School		64,280
Wilson Elementary School		41,691
Health Services Center (formally DCC)		6,386
Central Kitchen		14,330
Professional Development Center		13,231

Administrative Service Center		34,896
Instructional Service Center / Warehouse		37,738
Central Service Center		27,496
Dimensions Academy		28,852
	TOTAL	**2,528,541**

ARTICLE II
SUMMARY

2.1 The following represents the total gross square footage in the Sodexo custodial program:

Name of Facility	**Notes**	**Gross Sg Ft**	
District Total		**2,528,541**	

SCHEDULE II
DUTIES AND FREQUENCIES

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

ARTICLE I
CUSTODIAL DUTIES AND FREQUENCIES

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

A. Classrooms, Laboratories, Auditorium and Shop Areas

(1) Empty waste receptacles. Damp wipe soiled receptacles. Replace plastic liners daily.

(2) Spot clean glass in doors and partitions and on the inside of windows to remove smudges.

(3) Empty pencil sharpeners.

(4) Spot clean walls, doors and ledges as needed.

(5) Vacuum clean the traffic patterns on any carpets (four days each week) and check for spot cleaning. One day each week vacuum entire carpet.

(6) Dust mop hard surface floors. Sweep rough wood or concrete floors.

(7) Spot mop hard surface floors as necessary.

(8) Clean sinks and replenish paper towels.

(9) Rearrange furniture as needed.

B. Rest Rooms

(1) Thoroughly sanitize/service rest rooms after school each evening and police as necessary (at least 3 times during the school day).

(2) Remove trash to collection point.

(3) Refill paper towel, soap and toilet paper containers.

(4) Clean and sanitize floors and disinfect plumbing fixtures, including all basins, bowls and urinals, inside and outside, shower nozzles and lavatory and shower faucets.

(5) Polish mirrors and bright work.

(6) Damp wipe partitions with disinfectant.

(7) Spot clean walls.

(8) Clean shower area, removing body oil and soap film build-up, sanitize all surfaces and clean water drains of debris.

(9) Clean soap dishes.

(10) Remove graffiti.

(11) Check to be sure plumbing is operational; that there are no stoppages or leaks.

C. Offices, Lounges and Conference Rooms

(1) Empty waste receptacles. Damp wipe soiled receptacles. Replace plastic liners daily.

(2) Dust clear areas of furniture tops, shelves, sills and ledges as needed.

(3) Spot clean glass in doors and partitions. Wipe dry as needed.

(4) Clean any sinks or other rest room fixtures in offices in accordance with the rest room cleaning procedure.

(5) Dust mop hard surface floors with a dust mop. Sweep wooden or concrete floors.

(6) Spot mop hard surface floors only to remove very heavy soil.

(7) Vacuum clean traffic patterns on carpeted floors four days each week. Vacuum clean the entire carpeted area on day each week.

(8) Rearrange furniture as needed.

D. Entrances, Lobbies and Hallways

(1) Empty waste from waste receptacles. Damp wipe soiled receptacles. Replace plastic liners daily.

(2) Clean smudges and soil from glass in partitions and doors.

(3) Vacuum any carpets or mats and check carpets for spot cleaning.

(4) Dust mop floors.

(5) Spot mop or machine scrub floors as necessary to remove heavy soil.

(6) Clean and sanitize water fountains.

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

E. Cafeterias, Lunchrooms

During School

(1) Sweep and mop spills and major pieces of litter from the floor.

(2) Empty waste from waste receptacles as needed.

(3) Kitchen personnel will complete cleaning of kitchen and serving areas. Kitchen staff will provide trash can liners for kitchen. Clean tables and chairs for breakfast and lunch. Provide trash can liners for the cafeterias.

After School

(4) Dust mop and damp mop or machine scrub floors daily.

(5) Scrub spots where soil is heavy.

(6) Spot clean walls, ceilings and arrange furniture.

(7) Clean glass partitions and doors.

(8) Vacuum carpeted areas thoroughly.

(9) Clean and sanitize drinking fountains.

F. Locker Rooms, Dressing Areas and Gyms

(1) Empty and clean waste receptacles.

(2) Damp clean benches and furniture.

(3) Spot clean walls, furniture and lockers

(4) Wet mop floors with germicidal solution.

(5) Dust and spot mop gymnasium floors daily.

G. Showers

(1) Remove pieces of soap and other foreign matter.

(2) Wet mop floors with germicidal solution.

(3) Wipe down walls with germicidal solution.

H. Stairways

(1) Spot clean walls.

(2) Spot mop treads which are heavily soiled.

(3) Vacuum carpets and spot clean as necessary.

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

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

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

(3) Keep waste receptacles emptied as required.

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

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

J. Indoor Policing of Rest Rooms

(1) Empty rest room trash receptacles as required.

(2) Check and refill dispensers.

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

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

K. Outdoor Policing

(1) Empty waste receptacles and replace plastic liners.

(2) Keep entrances clear of debris.

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

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

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

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

(3) Damp wipe doors.

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

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

(6) High dusting.

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

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

B. Rest Rooms

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

(2) De-lime urinals.

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

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

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

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

C. Offices, Lounges and Conference Rooms

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

(2) Completely vacuum carpeted areas.

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

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

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

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

(7) Clean telephones with a mild sanitizing disinfectant.

D. Entrances, Lobbies and Hallways

(1) Clean entranceway glass.

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

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

(4) Dust windowsills, ledges and furniture tops

(5) Vacuum return air vents.

(6) Clean brass doorknobs, rails, push plates on doors, kick plates on

doors and other pieces of brass trim.

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

(8) Shampoo or extract carpeted areas monthly (entrances and lobbies), quarterly (hallways) or as needed.

(9) Wipe baseboards (entrances and lobbies).

(10) Twice per week, burnish or spray buff resilient tile and terrazzo floors.

E. Cafeterias, Lunchrooms

(1) Damp wipe vertical surfaces within 6 feet of ground level with a mild sanitizing disinfectant.

(2) Burnish or spray buff finished resilient flooring surfaces.

(3) Vacuum upholstered furniture.

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

F. Locker Rooms, Dressing Areas and Gyms

(1) Thoroughly mop or machine scrub under moveable gym seats (monthly).

(2) Thoroughly vacuum floor areas.

(3) Clean showerheads, handles and other washroom hardware using a mild germicidal disinfectant.

(4) Thoroughly damp wipe vertical wall and locker surfaces within 6 feet of floor level with a mild germicidal disinfectant.

(5) Remove cobwebs.

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

G. Stairways

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

(2) Completely damp mop treads.

(3) Wash handrails.

(4) Wash stair risers (monthly) to remove soil, scuffs and shoe marks.

H. Minimal Service Areas, Mechanical Areas

(1) Mechanical areas to be cleaned by maintenance staff.

(2) No storage is permitted in these areas.

I. Outside Policing

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

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

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

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

C. Polish furniture.

D. Wash walls, locker exteriors and waste receptacles.

E. Wash Venetian blinds.

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

G. Wash interior and first floor exterior windows.

H. Clean and wash lighting and mechanical diffusers.

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

A. Raising and lowering of flags

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

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

D. Minor furniture moving within the building

E. Changing of light bulbs not requiring special maintenance equipment (such as a lift) unless provided by District or special knowledge or handling.

F. Set ups for meetings and special events

G. Post class schedule activity clean ups

H. Assisting in receiving of supplies

I. Incidental graffiti removal on the interior of the building

J. Reporting observed safety hazards

K. Scheduling work around evening classes if applicable

L. Other duties assigned by the principal and within the scope of the Agreement.

SCHEDULE III
INVESTMENT

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

CONSENT FORM

For Sale of Product

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

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

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

Norman Public Schools

Signature: Linda Sexton
Name: LINDA SEXTON
Title: PRESIDENT
Date: 5/5/14

Ohiopyle Prints, Inc

Signature: Trina Lowry
Name: Trina Lowry
Title: CFO
Date: 4-29-14

Renewing for ~~FY~~ 23
Signature
Date 4-6-22

Renewing for FY 24
Signature
Date 3-28-23

CONSENT **FORM**

For Sale of Product at Local Retailers

School District Granting Consent:
ISO #29 of Cleveland County. OK d/b/a Norman Public Schools
131 South Flood
Norman, OK 73069

Dear Administration:

This consent form confirms that you are granting local retailers the non-exclusive right to sell apparel which bears your schools name and logos (including Trademarks and/or Copyrighted Material) at local retailers. For good and valuable consideration, including the promotion of school spirit, community pride, goodwill, and royalty payments receipt of which is acknowledged, you hereby grant local retailers the non-exclusive right and Pel Industries, Inc the license to manufacture and/or sell apparel bearing your schools name and logos (including Trademarks or Copyrighted Material) provided that local retailers and Pel Industries. Inc. use official school logos in a manner consistent with community standards for decency and that the quality of the apparel shall be high. Pel Industries, Inc. will pay the school district named above an 8% royalty on the net sales price of the items sold and provide supporting documentation with the quarterly payments. which is to include the amount and type of merchandise sold and the net sales price of the merchandise sold. The royalty shall be paid on a quarterly basis. Provided that Pel Industries, Inc. maintains its contractual relationship with the local retail stores in Cleveland County, Oklahoma, such right granted to Pel Industries. Inc., by ISO #29 of Cleveland Count)', OK d/b/a Norman Public Schools will continue through June 30, 2024 and can only be extended beyond that date with permission from ISD # 29 of Cleveland County, OK d/b/a Norman Public Schools.

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

Sincerely,

Chris Dubbell
President
Pel Industries, Inc.
2001 Town West Drive
Rogers. AR 72756

Please indicate your agreement by signing below

By Laura Mills (Signature) Laura Mills (Print)

Sales Manager (Title) 4/4/23 Dated

Approved on the _____ day of _____ .

2023 By the Norman Board of Education ISD #29.

Of Cleaveland County, Oklahoma.

By: _____
President

ATTEST

_____
Clerk of the Board

19-20

LETTER OF AGREEMENT FOR INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA d/b/a NORMAN PUBLIC SCHOOLS AFFINITY CARD PROGRAM (VISA® CHECK CARD) AND USE OF SCHOOL SYMBOL AND LOGO

THIS LICENSE AGREEMENT is granted this _____ day of _____, 20_____ by Independent School District No. 29 of Cleveland County, Oklahoma d/b/a Norman Public Schools ("Licensor"), to True Sky Credit Union ("Licensee").

WHEREAS, Licensee wishes to use the Norman Public Schools Logo (see attached "Exhibit A") in connection with the Visa® Check Card program offered by True Sky Credit Union to be made available to all employees and the general public interested in supporting the school district according to the terms outlined in True Sky Credit Union's Checking Application;

WHEREAS, Licensor has determined that it is in the best interests of the residents of the School District that Licensee be allowed to use Logo for said purpose(s);

THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree to the following terms and conditions:

1. **Grant of Non-Exclusive License.** Licensor grants to Licensee a nonexclusive, nontransferable license to use the Logo in connection with the production of Visa® check cards and for advertising purposes to promote the Visa® Check Card Program. Licensee may not assign any or all if its rights or obligations under this Agreement without prior written consent of Licensor and without the assignee signing a written agreement to be bound by this Agreement. Any unauthorized assignment is void.

2. **Ownership of Logo.** Licensor warrants that it is the sole owner of all the intellectual property rights pertaining to the Logo. Licensee acknowledges the ownership of the Logo in Licensor, agrees that it will do nothing inconsistent with such ownership. Licensee agrees that nothing in this License shall give Licensee any right, title or interest in the Logo other than the right to use the Logo in accordance with this License and Licensee agrees that it will not attack the title of the Licensor to the Logo or attack the validity of this License.

3. **Payments.** True Sky Credit Union agrees to pay Norman Public Schools five percent (5%) of the qualifying interchange income on all cards issued under the Norman Public Schools Visa® Check Card Program. Payments shall be made on a quarterly basis and shall be accompanied by an accounting report to include the number of cards issued under the program, the number of transactions, and the total dollar amount of the respective Visa® Check Card activity. To protect the privacy of the Visa® Check Card participants, the reports will not include any information about individual card-holders or account numbers.

4. **Quality of Logo-Bearing Products and Appropriate Use of Logos.** Licensee agrees that the nature and quality of all products produced by Licensee bearing the Logo, and all related advertising, promotional and other related uses of the Logo by the Licensee, shall be subject to the approval of Licensor. **Licensee agrees not to use the**

Logo in a form and/or manner deemed inappropriate by Licensor. Inappropriate uses of the Logo include, but are not limited to, using the Logo in conjunction with content that is profane, that endorses illegal or immoral conduct, that endorses the consumption of controlled substances (such as alcohol, tobacco, or drugs), that is derogatory toward any person or group of people, or that could otherwise be construed to be offensive. Licensor, in its sole discretion, shall determine whether the Logo is used appropriately. Licensee further agrees to supply Licensor with specimens of all the uses of the Logo upon request.

5. **Terms and Termination.** This Agreement shall continue in force and effect until June 30, 2020 and shall automatically renew for successive one-year terms thereafter unless terminated by either party. Licensor or Licensee shall have the right to terminate this agreement, with or without cause, upon ten (10) days written notice to the other party. Upon termination of this agreement, Licensee agrees to immediately discontinue all use of the Logo, and to destroy materials bearing the Logo. The terms of this agreement may be renegotiated for any future July 1st to June 30th fiscal year.

6. **No Agency or Partnership.** Nothing in this Agreement shall be construed to constitute or form a partnership or joint venture between or among the Parties. Neither of the parties shall have any right to obligate or bind the other, and neither party shall hold itself out to third parties as having any such right or any authority whatsoever to enter into contracts on behalf of the other. Each of the Parties shall meet all of its obligations and the responsibilities as an employer to its own employees under any applicable laws, including without limitation those pertaining to taxes, unemployment compensation, or insurance.

7. **Choice of Law.** This License Agreement shall be construed and interpreted according to the laws of the State of Oklahoma.

8. **Notices**. All notices and other communications required or permitted under the Agreement will be in writing (or email) and shall be deemed to have been duly given: (a) when delivered by hand; or (b) on the earlier of the date of receipt or (i) three days after being deposited with a delivery or express courier service that is nationally recognized in the United States and that has represented that it will make delivery in three or fewer days; or (ii) four days after being mailed, postage prepaid, by registered or certified mail. Notice by email will be deemed to have been delivered on the day after it is sent if the sender has not received notification that the email was not delivered or deliverable. In each case, notice will be sent to the addresses and to the attention of the individuals set forth below:

(a) If to Licensee: True Sky Credit Union
Attention: President
P.O. Box 26406
Oklahoma City, OK 73126

With a copy to/email: Greg@trueskycu.org

(b) If to Licensor: Norman Public Schools
Attention: Chief Financial Officer
131 South Flood Avenue
Norman, OK 73069

With a copy to/email: brendab@norman.k12.ok.us

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year written at the beginning of this License.

LICENSOR: Independent School District No. 29 of Cleveland County, Oklahoma d/b/a Norman Public Schools

By: Linda Sutton

Title: _____

LICENSEE: True Sky Credit Union

By: Dan P. Hatt

Title: V.P. - Branch Services

Special Conditions:

1. This license authorizes Licensee to use only the Logo which is attached hereto as "Exhibit A."

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FIFTH AMENDMENT TO
OKLAHOMA PURCHASING CARD AGREEMENT

THIS FIFTH AMENDMENT (the "Amendment") to Oklahoma Purchasing Card Agreement (as amended, supplemented, restated, or replaced from time to time, the "Agreement") dated as of September 15, 2010, between JPMorgan Chase Bank, N.A. or one or more of its Affiliates ("Bank") and Independent School District Number 1 of Tulsa County ("Client") is made as of November 17, 2022 (the "Execution Date") and is effective as of July 1, 2022 (the "Effective Date").

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

1. **Definitions.** Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.

2. **Acknowledgment.** The Parties hereto acknowledge and agree that the term of the Agreement shall be renewed for five (5) years from the Effective Date of this Amendment. Thereafter, the Agreement shall be renewed automatically for successive one (1) year terms unless either Party terminates in accordance with the terms of the Agreement.

3. **Amendment.** The following is hereby added as a new Section 7.F of the Agreement:

   F. Receipt Image Services. For purposes of this section, "**Receipt Image Services**" means the optional services provided through Bank to allow Client the ability to attach and maintain image(s) of receipt(s) on the System, and "**Receipt Image(s)**" means an image of a receipt produced by a Transaction through use of Accounts and maintained on the System. Receipt Images will be stored and made available to Client through use of the System. In order to make Receipt Images available through the System, Client shall first attach to the System images of Client's receipts through use of its own devices. Client is responsible for verifying the accuracy of the image of its receipts and any other information uploaded and entered into the System. Client shall ensure that the information contained in the image of the receipt accurately reflects the applicable Transaction. Receipt Images will be made available online through the System for a maximum of thirty-six (36) months ("**System Image Accessibility Period**"). The System Image Accessibility Period includes the month of the Transaction Date. Bank may, in its sole and absolute discretion, reject Receipt Images provided by Client to be posted on the System. In addition, Bank may suspend Client's use of the Receipt Image Service at any time without prior notice to Client.

4. **Amendment.** A new Section 17.O is hereby added to the Agreement as follows:

   O. Certain services may be performed by Bank or any affiliate, including affiliates, branches or units located in any country in which Bank conducts business or has a service provider. Client authorizes Bank to transfer Client information to such affiliates, branches or units at such locations as Bank deems appropriate. Bank reserves the right to store, access, or view data in locations it deems appropriate for the services provided.

5. **Amendment.** The notice Section of the Agreement is hereby amended as follows:

   All notices and other communications required or permitted to be given under this Master Agreement shall be in writing except as otherwise provided herein, and shall be effective on the date on which such notice is actually received by the Party to which it is addressed. All notices may be sent to the Client by ordinary mail, electronic transmission, through internet sites, or by such other means as the Client and the Bank may agree upon from time to time, at the address of the Client provided to the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Client's relationship manager or program coordinator team managing the relationship or to any other address notified by the Bank to the Client in writing from time to time, and may be sent by ordinary mail, by electronic transmission or by such other means as the Client and the Bank agree upon from time to time.

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

7. **Continued Effect.** Except to the extent amended hereby, all terms, provisions and conditions of the Agreement, as it may have been amended from time to time, shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.

8. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each Party hereto may execute this Amendment by signing any of such counterparts. Facsimile signatures shall have the same force and effect as the original.

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

JPMORGAN CHASE BANK, N.A.

By Laura I. Green
07158C08D0B0442...

Name Laura I. Green

Title Vice President

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

INDEPENDENT SCHOOL DISTRICT NUMBER 1 OF TULSA COUNTY

By

Name Stacey Woolley

Title Board of Education President

APPROVED AS TO FORM
TPS Staff Attorney

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

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

By Rachael Vejraska (Dec 2, 2022 14:25 CST)

Name Rachael Vejraska

Title Director Materials Management

APPROVED AS TO FORM
TPS Staff Attorney

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

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EXHIBIT B-1
FEES & INCENTIVES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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2. REBATES

A. Volume Rebate

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

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

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

B. Discount Interchange Rate Transaction Rebate

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

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

3. REBATE ADJUSTMENTS

A. Average File Turn Adjustment

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

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

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

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

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

4. GENERAL REBATE TERMS

A. Annual Rebates
i. Rebates will be calculated annually in arrears. Rebate payments will be made in USD within the ninety (90) day period after the end of the Contract Year (the "Rebate Calculation Period") via wire transfer to a business account designated by Participant and authenticated by Bank. Payment is contingent upon Bank receiving Participant's wire instructions and Bank's authentication of such instructions prior to the end of the Rebate Calculation Period.

ii. Rebate amounts are subject to reduction by all Credit Losses. If Credit Losses exceed the rebate earned for any Contract Year, Participant shall pay to Bank the amount in excess of the rebate, which invoice shall be due and payable in accordance with the terms of such invoice. If Participant is participating in more than one Program, Bank reserves the right to offset any Credit Losses from one Program against any rebate earned under any other Program. In no event will Bank pay Participant a rebate for the year in which the Agreement is terminated.

B. To qualify for any rebate payment, all of the following conditions must be met.
i. Participant is not in default under the Agreement at the time of rebate calculation and payment.
ii. Account(s) must be current at the time of rebate calculation and payment.
iii. Average File Turn must be less than 46 days (as stated in the Average File Turn Adjustment section).

5. SETTLEMENT TERMS

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

6. FEES

A. United States

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

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

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

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

B. **United States**

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

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

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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	A rewards program annual fee of $75 will be assessed to each Cardholder's commercial card account. The annual fee will be divided as follows: $35 dollars will cover Bank's administrative costs and the remaining $40 will be put into the Client's redemption pool. Bank may at any time change the amount of the annual fee and/or the allocation of this amount without notice. Client's "Rewards Program Redemption Expenses" will be deducted from Client's redemption pool and are defined as and calculated on the full monetary value of the item(s) the points are redeemed for and not the amount of points used by Cardholders. If the Rewards Program Redemption Expenses incurred each calendar year (regardless of when points are earned) exceed the amount of funds available in the redemption pool (the "Excess Redemption Expenses"), the Excess Redemption Expenses will be deducted from Client's rebate. If the rebate earned is not sufficient to cover the Excess Redemption Expenses, Bank will invoice the Client for the Excess Redemption Expenses. The Client shall pay such invoice within 14 days of receipt.

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

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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 [illegible]

Title [illegible]

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

Combined U.S. Purchasing Card, U.S. Corporate, U.S. One Card and U.S. Single-Use Account Programs*						
Annual Combined Total Charge Volume of all Participants	Individual Participant's Annual Combined Total Charge Volume					
	$20,000,000	$15,000,000	$10,000,000	$5,000,000	$1,000,00	$1
$1	1.81%	1.69%	1.67%	1.66%	1.64%	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%	1.76%	1.74%	1.06%
$200,000,000	1.82%	1.80%	1.78%	1.76%	1.75%	1.07%
$250,000,000	1.83%	1.81%	1.79%	1.77%	1.76%	1.08%
$300,000,000	1.84%	1.82%	1.80%	1.78%	1.77%	1.09%

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

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

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

3. **REBATE ADJUSTMENTS**

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

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

ii. If the Participant's actual Average File Turn is less than 29, the Volume Rebate Rate and Large Ticket Rebate Rate will each be increased by 0.0050% for each whole number less than 29. If the Participant's actual Average File Turn is greater than 29, the Volume Rebate Rate and Large Ticket Rebate Rate will each be decreased by 0.0050% for each whole number greater than 29 but less than 46.

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

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

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4. GENERAL REBATE TERMS

A. Annual Rebates
   I. Rebates will be calculated annually in arrears. Rebate payments will be made in USD within the ninety (90) day period after the end of the Contract Year (the "Rebate Calculation Period") via wire transfer to a business account designated by the Participant and authenticated by Bank. Payment is contingent upon Bank receiving the Participant's wire instructions and Bank's authentication of such instructions prior to the end of the Rebate Calculation Period.

   II. Rebate amounts are subject to reduction by all Credit Losses. If Credit Losses exceed the rebate earned for any Contract Year, the Participant shall pay to Bank the amount in excess of the rebate, which invoice shall be due and payable in accordance with the terms of such invoice. If the Participant is participating in more than one Program, Bank reserves the right to offset any Credit Losses from one Program against any rebate earned under any other Program. In no event will Bank pay a Participant a rebate for the year in which the Agreement is terminated.

B. To qualify for any rebate payment, all of the following conditions must be met.
   I. The Participant is not in default under the Agreement at the time of rebate calculation and payment.
   II. Account(s) must be current at the time of rebate calculation and payment.
   III. Average File Turn must be less than 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. The following are fees associated with:

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

   a. Participants who joined the Oklahoma Purchasing Card Consortium on March 17, 2017 or later; and

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

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

STANDARD SERVICES AND FEES

Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter Individual bill: 1% of full amount past due assessed 28 days after end of the Cycle in which payment first became due and each Cycle thereafter
International transaction	1.5% of the US Dollar amount charged
Rush card	$25 per card if processed through Bank.
Standard card	$0.00

ADDITIONAL SERVICES AND FEES	
Cash advances	2.5% 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 Individual bill: $10 late fee at the end of the first Cycle NOTE: Client can be billed both a late fee and a finance charge
Delinquency/Finance charge	Central bill: Prime + 2.00 is applied to the average daily balance, which is calculated as follows: (past due balance + any new spend) /number of days in Cycle. Will be charged at the end of the first Cycle and each Cycle thereafter.
International transaction	1% surcharge
Standard Card	$0.00

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

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

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J.P.Morgan

July 29, 2016

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

Dear Linda:

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

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

1. the fees applicable to all U.S. programs for any new Participants that join the consortium following March 17, 2017 are attached hereto.

2. the fees applicable to all U.S. Commercial Card Programs, including U.S. Single Use Account Programs, that were on the HP Processor prior to March 17, 2017 are changing. The new fees are attached hereto and will replace the fees that currently apply.

3. the fees applicable to U.S. Single Use Account program(s) are attached hereto.

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

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

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

Kind Regards,

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

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

STANDARD SERVICES AND FEES

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

ADDITIONAL SERVICES AND FEES

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

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

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J.P.Morgan

October 7, 2014

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

Dear Ms. Phillips:

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

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

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

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

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

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

Sincerely,

JPMorgan Chase Bank, N.A.

By: _____

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Fees - U.S. - TSYS

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

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

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

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J.P.Morgan

August 19, 2013

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

Dear Ms. Phillips:

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

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

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

"Average Fileturn De-Escalator

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

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

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

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

Sincerely,

JPMorgan Chase Bank, N.A.

By: _____
George A. Thompson
General Counsel, GCC

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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:

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

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 Blackwood
Name: Marcia Blackwood
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
CA

By: [signature]
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.

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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 7-15-2010, 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 7-15-2010 (the "Effective Date").

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

1) **Definitions.** Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.

2) **Exhibit B.** The "Large Ticket Incentive – Purchasing Program" and "Large Ticket Incentive – Single Use Account Program" sections of Exhibit B of the Agreement are hereby deleted in their entirety and replaced with the following:

"**Large Ticket Incentive – Client Purchasing and Single Use Account Programs**
Bank will pay the Client an annual rebate of 0.50% 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)* * Should Independent School District Number 1 of Tulsa County transfer to a new accounting system, the first 20 hours are waived for Tulsa Public Schools. Should Tulsa Public Schools transition to PaymentNet 4, this transition will be completed at no cost for Tulsa Public Schools.

4) **Exhibit B.** The "FEES FOR PROGRAMS USING J.P. MORGAN'S PAYMENT SOLUTION" is hereby amended by deleting the fee for "File transfer using FTP" in its entirety and replacing it with the following:

OPTIONAL PROGRAM/TECHNOLOGY SERVICES	
File transfer using FTP – Fees waived for Tulsa Public Schools only	Daily—$500/month
	Weekly—$250/month
	Bi-weekly—$125/month
	Monthly—$75/month

5) **Continued Effect.** Except to the extent amended hereby, all terms, provisions and conditions of the Agreement, as it may have been amended from time to time, shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.

6) **Counterparts.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Amendment by signing any of such counterparts.

IN WITNESS WHEREOF, the Bank and the Client have caused this Amendment to be executed by their respective authorized officers as of the effective date written above.

BANK: JPMorgan Chase Bank, N.A.

By: Tammie K Blessing

Name: Tammie K Blessing

Title V.P.

CLIENT:

By: Lana Turner-Addison

Name: Lana Turner-Addison

Title Board Chair

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 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.

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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

Client Attestation:

APPROVED AS TO FORM

The undersigned, a duly authorized officer or representative of the Client, does hereby certify that the Client has been duly authorized to enter into and perform this Addendum and that the person signing above on behalf of the Client, whose execution of this Addendum was witnessed by the undersigned, is an officer, partner, member or other representative of the Client possessing authority to execute this Addendum.

By: Marsha L. Owen

Name: Marsha L. Owen

Title: Purchasing Project Manager

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

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J.P.Morgan

January 30, 2012

Independent School District Number 1 of Tulsa County
3027 S New Haven Ave
Tulsa, OK 74114
Attn: Linda Phillips

Dear Ms. Phillips:

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

Subject to the terms and conditions of the Agreement, the following amendment is effective as of the date first written above:

In reference to the Duplicate Statement Fee, Exhibit B has been amended as follows:

"Duplicate statement $5 per statement"

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

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

If you have any questions, please feel free call Sue Benoit at (847) 488-8195.

JPMorgan Chase Bank, N.A.

By: _____
Paul Szulko
Vice President

300 S. Riverside Plaza, 9th Floor, Mail Code Suite IL1-0199, Chicago, Illinois 60606
Telephone 877 302 4273

Global Contracts Management

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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 180 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]

JP Morgan Chase Bank, N.A.
BANK

By: Tammie K. Blessing

Name: Tammie K Blessing

Title: V.P.

INDEPENDENT SCHOOL DISTRICT NUMBER 1 OF TULSA COUNTY

By: Lana Turner-Addison

Name: Lana Turner-Addison

Title: Board President

Client Attestation:

APPROVED AS TO FORM

The undersigned, a duly authorized officer or representative of the Client, does hereby certify that the Client has been duly authorized to enter into and perform this Agreement and that the person signing above on behalf of the Client, whose execution of this Agreement was witnessed by the undersigned, is an officer, partner, member or other representative of the Client possessing authority to execute this Agreement.

By: Marsha L. Owen

Name: Marsha L. Owen

Title Purchasing Project Manager

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

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EXHIBIT A
CARDHOLDER AGREEMENT
(IF APPLICABLE)

DocuSign Envelope ID: 74856954-68E5-4FE7-BBEE-E1F31B636988

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.

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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 CHARGE VOLUME BY CLIENT OR ANNUAL PARTICIPANT CHARGE VOLUME ON AN INDIVIDUAL BASIS	
ANNUAL COMBINED CHARGE VOLUME	UNDER $1MM	$1MM OR GREATER
Less than $75,000,000	0.95%	1.54%
$ 75,000,000	1.00%	1.55%
$ 100,000,000	1.02%	1.56%
$ 125,000,000	1.04%	1.57%
$ 150,000,000	1.06%	1.57%
$ 200,000,000	1.06%	1.59%

Settlement Terms Incentive Adjustment
The incentive rate achieved by the Client or Participant on an individual basis will be adjusted according to the following schedule, if the Client or such Participant elects Settlement Terms shorter than 30 & 14 as referenced in the Agreement or Participation Agreement.

SETTLEMENT TERMS	INCENTIVE RATE ADJUSTMENT
30 & 7	+0.07%
14 & 14	+0.08%
14 & 7	+0.15%
7 & 7	+0.16%
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 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

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EDI setup/transmission	Pass-through on all setup and development costs
Paper statements	$0.00
Electronic payment fee	$0.00
Custom reporting/mapper programming/post-loader	$250 per hour ($1,000 minimum)
OPTIONAL PROGRAM/TECHNOLOGY SERVICES	
File transfer using FTP	Daily—$500/month Weekly—$250/month Bi-weekly—$125/month Monthly—$75/month

Should the Client request services not in this schedule, the Client agrees to pay the fees associated with such services.

FEES FOR PROGRAMS USING THE *SMARTDATA* SYSTEM

The following are the fees associated with our purchasing card program in the United States:

PROGRAM FEES	
Annual card fee	$0.00
Cash advance fee	2.0% ($3.00 minimum)
Convenience check fee	2% of check amount ($1.50/check minimum)
Rejected convenience check	$0.00
Convenience check stop payment	$0.00
Standard card replacement	$0.00 per card
Card reinstatement	$0.00
Emergency (rush) card replacement	$25 per card if effected through J.P. Morgan. If effected through the association, customer shall pay any fees charged by the association.
Return check (payment)	$15 per return
ACH return	$20 per return
Document retrieval	Dispute-related: $0.00 Non-dispute-related: $8 per document
Duplicate statement	$8 per statement
Currency conversion fee	1% surcharge (association pass through)
Dormant credit balance fee	$0.00
Over-limit fee	$0.00
Miscellaneous fees	None
PAST DUE FEES	
Finance charge	Prime + 2% is applied to the average daily, which is calculated as follows: (past due balance + any new spend) / number of days in cycle. Will be charged on the cycle date.
CARD DESIGN	
Basic plastic	$0.00
Customer logo plastic	$0.00
Customized plastic	At cost (pass-through), based on complexity of design, subject to a 1,000 card minimum
TRAINING AND CONSULTING	
Training at J.P. Morgan's site	$0.00 (customer T&E not included)
Training at your site(s)	$0.00 for first session; additional sessions @ $950/day
TECHNOLOGY SERVICES	
Paper statements	$0.00
Electronic payment fee	$0.00
Custom reporting/mapper programming/post-loader	*Smartdata* custom mapper: priced by MasterCard; pass-through charge
OPTIONAL PROGRAM/TECHNOLOGY SERVICES	

File transfer using FTP	Daily—$500.00/month Weekly—$250.00/month Bi-weekly—$125.00/month Monthly—$75.00/month
Smartdata setup fee	$0.00
Smartdata monthly maintenance fee	$50 per program per month **WAIVED**
Smartdata real time	$0.00

Should the Client request services not in this schedule, the Client agrees to pay the fees associated with such services.

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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: Stacey Walker

Title: Board President

Participant Attestation:
The undersigned, a duly authorized officer or representative of Participant, does hereby certify that Participant has been duly authorized to enter into and perform this Participation Agreement and that the person signing above on behalf of the Participant, whose execution of this Participation Agreement was witnessed by the undersigned, is an officer, partner, member or other representative of Participant possessing authority to execute this Participation Agreement.

By: _____

Name: _____

Title _____

JP Morgan Chase Contract 22-23

Final Audit Report 2022-12-02

Created:	2022-12-01
By:	Erin Whitworth (whitwer@tulsaschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJYtl9WJcddnsBe7lcpEgSOoSi5--UiWP

"JP Morgan Chase Contract 22-23" History

Document created by Erin Whitworth (whitwer@tulsaschools.org)
2022-12-01 - 2:30:17 PM GMT- IP address: 184.179.123.120

Document emailed to Rachael Vejraska (vejrara@tulsaschools.org) for signature
2022-12-01 - 2:32:35 PM GMT

Email viewed by Rachael Vejraska (vejrara@tulsaschools.org)
2022-12-02 - 8:24:39 PM GMT- IP address: 184.179.123.122

Document e-signed by Rachael Vejraska (vejrara@tulsaschools.org)
Signature Date: 2022-12-02 - 8:25:08 PM GMT - Time Source: server- IP address: 184.179.123.122

Agreement completed.
2022-12-02 - 8:25:08 PM GMT

DocuSign Envelope ID: 421063BC-29D1-4463-A5CD-DC4DC788EC3C

frontline education

Exhibit A Frontline Customer Order Form
Q-59687

1400 Atwater Drive Malvern, PA 19355

05/07/2021

Customer:	Order Form Details:
Norman Public Schools 131 S FLOOD AVE NORMAN, Oklahoma, 73069-5463 United States **Contact:** Brenda Burkett **Title:** CFO **Phone:** 405.366.5801 **Email:** brendab@norman.k12.ok.us	**Account Manager:** Paul Chepolis **Sale Type:** Renewal **Quote Currency:** USD

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

DocuSign Envelope ID: 421063BC-29D1-4463-A5CD-DC4DC788EC3C

1400 Atwater Drive Malvern, PA 19355

05/07/2021

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

DocuSign Envelope ID: 421063BC-29D1-4463-A5CD-DC4DC788EC3C

frontline education

Exhibit A Frontline Customer Order Form
Q-59687

1400 Atwater Drive Malvern, PA 19355

05/07/2021

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

DocuSign Envelope ID: 421063BC-29D1-4463-A5CD-DC4DC788EC3C

frontline education

Exhibit A Frontline Customer Order Form
Q-59687

1400 Atwater Drive Malvern, PA 19355

05/07/2021

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**
DocuSigned by:	DocuSigned by:
Signature: Greg Doran 217C9191DC1A435...	Signature: Brenda Burkett 5FB1C60F5C5F47E...
Name: Greg Doran	Name: Brenda Burkett
Title: CFO	Title: CFO
Address: 1400 Atwater Drive Malvern, PA 19355	Address: 131 S FLOOD AVE NORMAN, Oklahoma 73069-5463
Email: billing@frontlineed.com	Email: brendab@norman.k12.ok.us

Compliance Resource Group

TERMS AND CONDITIONS FOR SERVICES

This agreement is made as of the 16th day of March 2023, by and between **THE COMPLIANCE RESOURCE GROUP, Inc.**, herein known as "CRG" and **INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA, d/b/a Norman Public Schools**, herein known as "Client".

TERM.

The Initial Term of this Agreement shall end June 30, 2024. Either party may cancel this Agreement on thirty (30) days written notice to the other party by certified mail, return receipt requested, or personal delivery with a signed receipt from the other party.

SERVICES.

CRG is a "Third Party Administrator" (TPA) for substance abuse testing programs, and on behalf of the Client and when notified to do so by the Client or the Client's designee, will provide drug and alcohol testing services for clients of the named Client.

PROFESSIONAL LABORATORY.

CRG shall make the necessary arrangements to meet Client's requirements for a professional laboratory for purposes of the drug testing program for the district's activities' students and others as may receive parent authorization. CRG agrees that its designated laboratory will use scientifically validated toxicological testing methods, have detailed written specifications to assure chain of custody of the specimens, and proper laboratory control and scientific testing.

CLIENT'S DRUG TESTING PROGRAM.

CRG has reviewed the Client's Policy 4011 *Drug Testing Program for Activity Students* and has confirmed that it can meet all laboratory and MRO-related requirements included in the Policy. In the event of questions regarding the testing of students, CRG agrees that it shall assist the Client by promptly responding to requests related to administration of the program.

PAYMENT SCHEDULE.

All payments are due in Oklahoma County, OK, within thirty (30) days of the invoice date. Invoices are past due when payment is not received within thirty (30) days of the invoice date.

CONFIDENTIALITY.

CRG understands the confidential nature of substance abuse testing and agrees to take reasonable steps to ensure that information concerning tests shall be communicated **ONLY** to the persons listed in this Agreement without written authorization from Client.

UNAVOIDABLE EVENTS.

In no event shall CRG have any liability to the Client for any failure or delay in performance which results from or is due to, directly or indirectly and in whole or in part, any causes or circumstances beyond the reasonable control of CRG.

GOVERNING LAW.

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with the laws of the State of Oklahoma. This Agreement may be amended only by any instrument in writing signed by all parties.

PRICES.

8 Panel Oral Fluid Drug Screen w/Confirmation + Program Management…….$32.00/ea*
***Pricing requires minimum of 25 collections per onsite visit.**

ENTIRE AGREEMENT.

This Agreement supersedes all previous agreements between these parties and constitutes the entire agreement between the parties concerning the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of this 16th day of March, 2023.

(Signature)	(Signature)
Independent School District No. 29 of Cleveland County, Oklahoma	Jim Tedrow, MT (ASCP) The Compliance Resource Group, Inc.
President, Board of Education TITLE	**President** TITLE

OKLAHOMA SCHOOL PICTURES
CONTRACT FOR PHOTOGRAPHIC SERVICES

JOB NUMBER 2018004 **DATE** 3/6/23

CUSTOMER
Norman Public Schools (ISD# 29 of Cleveland County)

STREET ADDRESS (PHYSICAL ADDRESS)
131 South Flood Avenue

CITY Norman **STATE** OK **ZIP** 73069

MAILING ADDRESS (IF DIFFERENT)

CITY 131 South Flood Avenue **STATE** **ZIP**

PHONE 405-447-6555 **FAX** 405-573-3555

PHOTOGRAPHY CONTACT PERSON
Dawn Cahill

EMAIL ADDRESS
dcahill@normanps.org

ALTERNATE CONTACT INFORMATION (FOR EMERGENCY USE ONLY)

PRINCIPAL'S NAME

SECRETARY'S NAME

FALL PORTRAIT DATE TBD individually with each site

FALL ABSENTEE DATE TBD individually with each site

SENIOR PORTRAIT DATE TBD individually with each site

SENIOR ABSENTEE DATE TBD individually with each site

ACTIVITY DATE TBD individually with each site

SPRING INDIVIDUAL DATE TBD individually with each site

SPRING GROUPS DATE TBD individually with each site

OTHER

OTHER

OTHER

DATA FOR SORT OPTIONS MUST BE RECEIVED TWO WEEKS PRIOR TO PORTRAIT DATES

PACKAGE SORT OPTIONS
☐ GRADE ☐ ALPHA ☐ TEACHER TBD individually with each site

ID CARD SORT OPTIONS
☐ GRADE ☐ ALPHA ☐ TEACHER TBD individually with each site

SENIOR PROOF SORT OPTIONS
☐ ALPHA ☐ TEACHER online proofing

TERM AGREEMENT YEARS (CIRCLE YEARS THAT APPLY)
2021-2022 2022-2023 **2023-2024** 2024-2025
7/1/23-6/30/24

☑ FALL PREPAY ☑ SPRING PREPAY/PROOF ☑ SPRING GROUPS

UNDERCLASS COMMISSION 35% (PAYS ON ALL PACKAGES SOLD)

GRADES PK-12 ENROLLMENT NA

YEARBOOK SPONSOR
To be confirmed at each site

YEARBOOK SERVICES: OSP will photograph all students not wishing to purchase a package at $0 per student. These students will be photographed on the dates agreed upon.

DATA FILE CONTACT

DATA SOFTWARE infinite campus

DIGITAL SERVICES: OSP will provide a CD of images from all agreed upon portrait days to be delivered to the administration to handle the uploading of images to the school database system. All students photographed will be included.

☑ SENIOR PORTRAITS SENIOR ENROLLMENT TBD per site

NUMBER OF PORTRAITS PER SENIOR varies SITTING FEE $0 - on location

SENIOR COMMISSION 35% (PAYS ON ALL PACKAGES SOLD)v

ATTIRE FOR SENIOR MEN NHS - black gowns / NNHS - green gowns

ATTIRE FOR SENIOR WOMEN NHS - black gowns / NNHS - green gowns

☑ ACTIVITY PORTRAITS

ACTIVITY SERVICES: OSP will provide the school with one activity day to photograph groups or activities of its choice and provide a CD of those images.

☐ ADDITIONAL ACTIVITY DAY ($125.00 PER PHOTOGRAPHER PER DAY)

NUMBER OF ADDITIONAL ACTIVITY DAYS

☑ ID CARDS

OSP will provide custom digital student ID cards for all students/faculty photographed at $0 per card.

☐ ID CARD SOFTWARE ($50.00 PER COMPUTER INSTALLED)

ID CARD CONTACT PERSON
District uses School Safe ID for ID card printing

☐ OTHER

CUSTOMER'S AUTHORIZED SIGNATURE **DATE**

Brad Baker 3/6/23

OKLAHOMA SCHOOL PICTURES AUTHORIZED SIGNATURE **DATE**

OSP OKLAHOMA SCHOOL PICTURES
office: 405.753.6800
3400 N.W. 135th St. OKC, OK 73120
www.okschoolpics.com

MASTER SERVICES AGREEMENT

Term Sheet

Customer:	Norman Public Schools
Contact person:	Name: Elizabeth Whittle Email:ewhittle@normanps.org
Program:	[X] Training [X] Support [X] Curriculum
Services:	Training: All participating educators will receive virtual training facilitated by Wayfinder personnel, as detailed in the attached price quote. Support: Customer will be assigned a Wayfinder Account Manager who will support all Customer personnel throughout the duration of the partnership through activities that include but are not limited to regular check-ins, ongoing coaching, lesson feedback, and parent communications. Curriculum: Customer will receive all Wayfinder student and teacher facing materials needed to implement the Program, as specified in the attached price quote.
New Term:	July 1, 2023 – June 30, 2024
Program Fees:	$53,700 (please see attached price quote for detailed price breakdown)
Special Terms:	This Master Services Agreement ("Agreement") is entered into by and between Project Wayfinder, Inc. ("Wayfinder") and Customer on the same terms and conditions as signed on the MSA document dated 10/3/2022 (attached).

PROJECT WAYFINDER, INC.

By: PCD _____
Name & Title: Patrick Cook-Deegan, CEO
Address: PO Box 2876, Berkeley, CA 94702

CUSTOMER:

By: _____
Name & Title: _____
Date:

PROJECT WAYFINDER

Project Wayfinder Inc.
PO Box 2876
Berkeley, CA 94702
707.435.9713

WAYFINDER PRICE QUOTE

2023-2024 SCHOOL YEAR

DATE
4/4/23

QUOTE NO.
1

BILL TO
Norman Public Schools

PAY TO
Project Wayfinder Inc.
PO BOX 2876, Berkeley CA 94702
ar@projectwayfinder.com
707.435.9713

ITEM DESCRIPTION	TARGET GRADE	NOTES	QTY	PRICE EA		TOTALS
9-12 Wayfinder Essentials Annual License	Grade 9-12	*Classroom Activity Library + Waypoints SEL Formative Assessment Tool*	4,720	10.00	$	**47,200.00**
Wayfinder Annual Support /Training Package		*One in-personPD session+ (2 follow up virtual PD choices). Ongoing Implementation training and school support. Year-round Tech Support, Unlimited teach licenses + Digital Teacher Support Library, Onboarding and Rostering for schools*	1	6,500.00	$	**6,500.00**
					$	-
					$	-
					$	-
					$	-
					$	-
					$	-
					$	-
					$	-
			SUBTOTAL		$	**53,700.00**
			TRAVEL & LODGING		$	-
			ADDITIONAL EXPENSES*		$	-
			SHIPPING & HANDLING		$	-
			SALES TAX		$	-
			TOTAL PRICE		$	**53,700.00**

For questions concerning this quote, please contact
Project Wayfinder Accounts Receivable | ar@projectwayfinder.com
Please make all checks payable to Project Wayfinder Inc
www.projectwayfinder.com

Signature:_____ Date:_____

Printed Name:_____

MASTER SERVICES AGREEMENT

Term Sheet

Customer:	Norman Public Schools
Contact person:	Name: Elizabeth Whittle Email:ewhittle@normanps.org
Program:	[X] Training [X] Support [X] Curriculum
Services:	Training: All participating educators will receive virtual training facilitated by Wayfinder personnel, as detailed in the attached price quote. Support: Customer will be assigned a Wayfinder Account Manager who will support all Customer personnel throughout the duration of the partnership through activities that include but are not limited to regular check-ins, ongoing coaching, lesson feedback, and parent communications. Curriculum: Customer will receive all Wayfinder student and teacher facing materials needed to implement the Program, as specified in the attached price quote.
Initial Term:	October 1, 2022 – June 30, 2023
Renewal Term:	August 1, 2023 – June 30, 2024 The Agreement will automatically renew after the Initial Term for an additional period of one (1) year (the "Renewal Term") for the same Program Fees, unless cancelled as provided below. The Initial Term and any Renewal Term shall be referred to collectively as the "Term." Either party may terminate this Agreement at the end of the Initial Term by providing written notice to the other party at least sixty (60) days prior to the end of the Initial Term.
Program Fees:	$53,700 (please see attached price quote for detailed price breakdown)
Special Terms:	

PROJECT WAYFINDER, INC.

By: PCD
Name & Title: Patrick Cook-Deegan, CEO
Address: PO Box 2876, Berkeley, CA 94702

CUSTOMER:

By: Cindy Nashert
Name & Title: Cindy Nashert Board President
Date: 10-3-22

Terms and Conditions

This Master Services Agreement ("Agreement") is entered into by and between Project Wayfinder, Inc. ("Wayfinder") and Customer on the following terms:

1. **Services.** Wayfinder will provide Customer with the Services during the Term, as described in the Term Sheet.

2. **Invoicing and Payment Terms.** Program Fees will be invoiced annually in advance and are due within thirty (30) days after receipt of invoice. Program Fees may not be prorated, regardless of program start or end date. Wayfinder requests that payments be made electronically via direct deposit or ACH wire transfer. Wayfinder may charge interest equal to 1.5% of the unpaid balance of any outstanding invoice for each month, or a portion thereof, that the balance is unpaid. Payments will be credited first to interest charges and then to the unpaid balance. Customer shall be responsible for all collection costs, including reasonable attorneys' fees, incurred by Wayfinder to collect amounts owed on any invoice.

3. **Ownership of Materials.** Customer acknowledges that Wayfinder retains ownership of all right, title and interest in and to the materials used by Wayfinder in connection with the Services, including the Curriculum, games, training products, assessment tools, reference documents, and other materials including all derivative works thereof (collectively, the "Materials"). Wayfinder may make Materials available in various ways, including, without limitation, through presenting Materials at training or consultation sessions, enabling Customer to download Materials from Wayfinder websites and file-sharing sites, and providing Customer with access to interactive websites. Customer acknowledges that Wayfinder retains all intellectual property rights therein and thereto (including without limitation, all patent rights, design rights, copyrights and trade secret rights) subject to the limited license granted to Customer below. Customer agrees not to (i) copy, modify, or reverse engineer any Materials, make derivative works based upon the Materials, or use the Materials to develop any products, without Wayfinder's prior written approval, or (ii) sell, license, rent, or transfer Materials to any third party.

4. **Limited License.** Wayfinder hereby grants to Customer and Customer accepts a non-transferable, non-exclusive license to use the Materials, subject to the terms and conditions set forth herein, as applicable. Customer may use, copy, adapt, and distribute the Materials only for purposes of program implementation. Customer must obtain prior written approval from Wayfinder to use Materials for any other purpose, including sharing any part of the Materials for non-commercial purposes with other schools, districts, teachers, and the like (such as at workshops or conferences). Under no circumstances may Customer distribute any Materials for any purposes intended or directed toward commercial advantage or monetary compensation or distribute outside Customer any Customer-created derivatives or revisions of any Materials.

5. **Work Product.** Subject to Wayfinder's obligations with respect to confidentiality and student data privacy, Wayfinder retains the right to utilize any work product produced in connection with the Services and Materials, including but not limited to student responses to toolkit questions, student answers to survey questions, and other data and statistics related to use of the Materials, to conduct assessments, create case studies and prepare insights and data analysis regarding the Materials and student impact.

6. **FERPA.** The Services comply with all applicable provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). FERPA is a Federal law that protects personally identifiable information in students' education records from unauthorized disclosure. Wayfinder does not collect any student information that could be defined as "education records" under FERPA, however, in the event that FERPA is deemed to apply to any student information that Wayfinder does collect, as a service provider Wayfinder only processes such information for educational purposes and therefore comes within the "school official" exception

under FERPA. In the event Wayfinder receives a subpoena or judicial order for the disclosure of education records, we will Customer prior to fulfilling the request in accordance with §99.31(a)(9).

7. Confidentiality.

(a) Each party acknowledges that, in the course of performing its duties under this Agreement, it may obtain information relating to the other party which is of a confidential and proprietary nature ("Confidential Information"). Such Confidential Information may include, but is not limited to, personal information of the parties and/or students, trade secrets, know how invention techniques, processes, programs, schematics, software source documents, data, customer lists, financial information, and sales and marketing plans or information which a party knows or has reason to know is confidential, proprietary or trade secret information of another party. Each party shall at all times, both during the Term and for a period of at least three (3) years after its termination, keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than as expressly authorized by the disclosing party, nor shall a party disclose any such Confidential Information to third parties without the written consent of the disclosing party.

(b) The obligations of confidentiality shall not apply to information which (i) has entered the public domain except where such entry is the result of a party's breach of this Agreement; (ii} prior to disclosure hereunder was already in the possession of another party: (iii} subsequent to disclosure hereunder is obtained by a party on a non-confidential basis from a third party who has the right to disclose such information to that party; or (iv) as required by law or a court order.

(c) No party shall disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other party.

8. Student Data. Wayfinder shall not use student data gathered from students through the performance of the Services, including through Wayfinder's website or web application, to create a profile about a student or otherwise identify a student except in furtherance of specific Services as set forth in this Agreement.

9. Publicity. The parties may not use or refer to the name of the other party in any media release, public announcement, marketing materials, public disclosure or for any commercial purpose, without the prior written consent of the named party

10. Status of Parties. The parties shall be independent contractors in the performance of this Agreement, and nothing herein is intended or may be construed to make either party the employee, agent, partner, or representative of the other. Neither party shall represent to any third party that they are the employee, agent, partner, or representative of the other party.

11. Indemnification; Limitation of Liability.

(a) Indemnification by Customer. Customer will indemnify, defend, and hold Wayfinder and its officers, directors, employees, representatives, agents, and assigns harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees and expenses, resulting from any claims by third parties relating to or arising out of Customer's negligent acts or omissions or willful misconduct in the performance of this Agreement.

(b) Indemnification by Wayfinder. Wayfinder will indemnify, defend, and hold Customer and its officers, directors, employees, representatives, agents, and assigns harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees and expenses, resulting from any claims by third parties relating to or arising out of Wayfinder's negligent acts or omissions or willful misconduct in the performance of this Agreement.

(c) Limitation of Liability. Except for the indemnification obligations of each party set forth above, neither party will be liable to the other party for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if such party was apprised of the likelihood of such damages.

(d) Insurance. Each party shall maintain for itself commercially reasonable amounts and types of liability insurance coverage according to each party's respective responsibilities and risk herein. Upon request by a party, the other party shall provide a certificate of insurance as evidence of such coverage.

12. **Right to Reschedule/Cancel.** If the Services include in-person training, Customer may reschedule or cancel the training by providing written notice to Wayfinder at least 90 days prior to the scheduled in-person training date. Customer is responsible for payment expenses incurred by Wayfinder prior to receipt of a timely notice of termination. Wayfinder will refund the balance of amounts previously paid, or if the amount of fees paid are not sufficient to compensate Wayfinder for expenses incurred prior to termination, Wayfinder will invoice Customer for such expenses. Customer will pay the invoiced amount within 10 days of receipt of invoice.

13. **Notices**. Any notice required under this Agreement shall be in writing, delivered by priority or overnight mail, any overnight delivery service, or via e-mail at such e-mail address(es) as a party may designate.

14. **Force Majeure.** Neither party shall be held liable to the other party for any failure or delay arising out of any cause or event beyond such party's control, including, without limitation, fire, floods, trade embargoes or sanctions, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God, global pandemic or governmental action; provided, however, that the party so affected shall use reasonable commercial efforts to avoid such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed.

15. **Governing Law.** This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

16. **Severability**. If any term or provision of this Agreement shall be found invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. **No Waiver**. The failure of either party to insist upon strict performance of any obligation of the other party hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of that party's right to demand strict compliance in the future.

18. **Amendment**. This Agreement may be changed, modified and/or amended only by a writing duly executed by the parties hereto.

19. **Counterparts.** This Agreement may be executed in one or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which shall constitute one and the same document.

PROJECT WAYFINDER

Project Wayfinder Inc.
PO Box 2876
Berkeley, CA 94702
707.435.9713

WAYFINDER PRICE QUOTE

2022-2023 SCHOOL YEAR

DATE
9/21/22

QUOTE NO.
1

BILL TO
Norman Public Schools

PAY TO
Project Wayfinder Inc.
PO BOX 2876, Berkeley CA 94702
ar@projectwayfinder.com
707.435.9713

ITEM DESCRIPTION	TARGET GRADE	NOTES	QTY	PRICE EA	TOTALS
9-12 Wayfinder Essentials Annual License	Grade 9-12	*Classroom Activity Library + Waypoints SEL Formative Assessment Tool*	4,720	10.00	$ 47,200.00
Wayfinder Annual Support /Training Package		*Initial two-session in person training + 3 1-hour extra training sessions/PD delivered by expert (virtual), Ongoing implementation training and school support. Year-round Tech Support, Unlimited teach licenses + Digital Teacher Support Library, Onboarding and Rostering for schools*	1	6,500.00	$ 6,500.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
			SUBTOTAL		$ 53,700.00
			TRAVEL & LODGING		$ -
			ADDITIONAL EXPENSES*		$ -
			SHIPPING & HANDLING		$ -
			SALES TAX		$ -
			TOTAL PRICE		$ 53,700.00

For questions concerning this quote, please contact
Project Wayfinder Accounts Receivable | ar@projectwayfinder.com
Please make all checks payable to Project Wayfinder Inc
www.projectwayfinder.com

Signature: Cindy Washert

Date: 10-3-22

Printed Name: Cindy Washert

ANNUAL RATIFICATION OF LIBRARY AUTOMATION SERVICES AGREEMENT BETWEEN PIONEER LIBRARY SYSTEM AND INDEPENDENT SCHOOL DISTRICT I-29 OF CLEVELAND COUNTY (NORMAN PUBLIC SCHOOLS)

This Annual Ratification dated this 28th day of March, 2023, is between the Pioneer Library System, "Pioneer", and Independent School District I-29 (Norman Public Schools) "District".

WITNESSETH:

WHEREAS, District and Pioneer entered into a Library Automation Services Agreement dated October 1, 2000 (the "Agreement"); and

WHEREAS, paragraph 16 of the Agreement provides that the contract may by mutual consent and ratification of the parties be renewed annually on terms and conditions to be agreed upon.

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

1. That for the fiscal year beginning July 1, 2023, and ending June 30, 2024, Independent School District I-29 of Cleveland County, Oklahoma, agrees to pay to the Pioneer Library System the following sums, to-wit:

Item	Cost
SirsiDynix (25 locations)	$35,034.87

Amount includes 2 sure-sailing calls per year, 4 consulting hours for custom development, and 1 instructor-led online course.

2. That the parties hereto mutually consent and ratify the agreement for the fiscal year beginning July 1, 2023, through June 30, 2024, and the agreement shall remain unchanged and in full force and effect subject to the payments above-described.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Ratification Agreement as of the date indicated above.

INDEPENDENT SCHOOL DISTRICT I-29 OF CLEVELAND COUNTY (NORMAN PUBLIC SCHOOLS)

By: _____
Chad Vice, President

_____
Dr. Nick Migliorino, Superintendent

PIONEER LIBRARY SYSTEM

By: _____
Julie Curry, Chair, PLS Board of Trustees

_____
Lisa Wells, Pioneer Library System Executive Director

Pioneer LIBRARY SYSTEM
pioneerlibrarysystem.org

PIONEER LIBRARY SYSTEM
300 Norman Center Court
Norman, OK 73072
405.801.4500

BLANCHARD PUBLIC LIBRARY
205 NE 10th St
Blanchard, OK 73010
405.485.2275

McLOUD PUBLIC LIBRARY
133 N Main St
McLoud, OK 74851
405.788.4132

MOORE PUBLIC LIBRARY
225 S Howard Ave
Moore, OK 73160
405.793.5100

NEWCASTLE PUBLIC LIBRARY
PO Box 780
705 NW 10th St
Newcastle, OK 73065
405.825.1965

NOBLE PUBLIC LIBRARY
PO Box 2120
204 N 5th St
Noble, OK 73068
405.872.5713

NORMAN PUBLIC LIBRARY CENTRAL
103 W Acres St
Norman, OK 73069
405.701.2600

NORMAN PUBLIC LIBRARY EAST
3501 E Alameda St
Norman, OK 73071
405.217.0770

NORMAN PUBLIC LIBRARY WEST
300 Norman Center Court
Norman, OK 73072
405.701.2644

PURCELL PUBLIC LIBRARY
919 N 9th Ave
Purcell, OK 73080
405.527.5546

SHAWNEE PUBLIC LIBRARY
101 N Philadelphia Ave
Shawnee, OK 74801
405.275.6353

SOUTHWEST OKLAHOMA CITY PUBLIC LIBRARY
2201 SW 134th St
Oklahoma City, OK 73170
405.979.2200

TECUMSEH PUBLIC LIBRARY
114 N Broadway St
Tecumseh, OK 74873
405.598.5955

March 16, 2023

Norman Public Schools
ATTN: Amanda Kordeliski, Director of Libraries & Instructional Technology
4100 North Flood
Norman, OK 73069

Dear Amanda,

The budget estimate for the Integrated Library System agreement for services covering the year from July 1, 2023 to June 30, 2024 per our annually renewable agreement is as follows:

PLS/SirsiDynix annual costs = $35,034.87

This amount will be on the Agreement put forth for Board approvals.

Sincerely,

Janice Bailey

Janice Bailey
Director of Technology & System Services
Pioneer Library System
300 Norman Center Court | Norman, OK 73072
O: 405.801-4560
C: 405.205.5890

11333 East 51st Place, Tulsa, OK 74114
p 918.824.2520 **e** info@digiss.com **w** digiss.com

Equipment Sales and Installation Services Contract

Contract #DIGI-NPS-20231

Date: 3/27/22

1. DIGI SECURITY SYSTEMS (hereinafter referred to as “DSS” or "ALARM COMPANY") agrees to sell, install and program, at Subscriber's premises, and Subscriber agrees to buy, an electronic security system consisting of the equipment and services described in the below pricing schedule**.** Agreement dated March 21st, 2023, by and between DIGI SECURITY SYSTEMS, LLC located at 11333 E 51st Place, Tulsa OK 74114 and Independent School District #29 of Cleveland County, OK dba NORMAN PUBLIC SCHOOLS located at 131 S Flood Ave, Norman OK 73069 (hereinafter referred to as “subscriber”)

2. DESCRIPTION OF EQUIPMENT AND SERVICES:

Provided under this contract:
- Central Station Monitoring
- Service and Installation
- Equipment and Infrastructure
- Cabling
- Managed and Cloud Services
- Engineering, System Design and Planning
- Maintenance Agreement Services

3. PRICING SCHEDULE

Pricing Details and Schedules Enclosed by Manufacturer/Service
- Attachment 1 – Discount Catalog Pricing
- Attachment 2 – Services Catalog Pricing

4. TERM OF AGREEMENT: RENEWAL: The term of this agreement shall be for a period of one year beginning July 1st, 2022 and ending June 30th, 2023 and shall have the option for renewal by annual ratification an additional four years thereafter under the same terms and conditions.

5. CENTRAL STATION MONITORING SERVICES: Upon receipt of an alarm signal, video or audio transmission, from Subscriber’s security system, DSS or its designee central station shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department [First Responders] depending upon the type of signal received. Fire alarms are reported to the fire department unless operator believes no fire condition exists at the premises. Once dispatched, fire department response cannot usually be recalled. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from DSS. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of DSS or DSS’ designee central station and DSS does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of DSS and are not maintained by DSS except DSS may own the radio network, and DSS shall not be responsible for any failure which prevents transmission signals from reaching the central station monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber’s computers if connected to the alarm communication equipment. Subscriber agrees to furnish DSS with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List DSS will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with DSS’ notification obligation. All changes and revisions shall be supplied to DSS in writing. Subscriber authorizes DSS to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central station to monitor video or sound then upon receipt of an alarm signal central station shall monitor video or sound for so long as central station in its sole discretion deems appropriate to confirm an alarm or emergency condition. If Subscriber requests DSS to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay DSS $95.00 for each such service. DSS may, without prior notice, suspend or terminate its services, in DSS’ sole discretion, in event of Subscriber’s default in performance of this agreement or in event central station facility or communication network is nonoperational or Subscriber’s alarm system is sending excessive false alarms or runaway signals. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by DSS.

6. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by DSS, the equipment will transmit data via Subscriber’s high speed Internet, cellular or radio communication service from remote device supplied by DSS or Subscriber’s Internet or wireless connection device which is compatible with DSS’ remote services. DSS will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which DSS has no control. The remote services server is provided either by DSS or a third party. DSS shall install the camera(s) in a permissible legal location in Subscriber’s premises to permit Subscriber viewing. DSS shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology or any other established criteria for encryption and DSS shall have no liability for access to the alarm system by others.

7. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and or wireless services at Subscriber’s premises. DSS does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, DSS will authorize Subscriber access. DSS is not responsible for Subscriber’s access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and DSS shall have no liability for such third party unauthorized access. DSS is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. DSS is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber’s system will be at Subscriber’s expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service.

8. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS/ ACCESS CONTROL ADMINISTRATION Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber’s computer network. If data storage or backup is selected service DSS or its designee shall store and /or backup data received from Subscriber’s system for a period of one year. DSS shall have no liability for data corruption or inability to retrieve data. Subscriber’s data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber’s authorization or by legal process. Internet access is not provided by DSS and DSS has no responsibility for such access or IP address service. DSS shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever. If **Access Control Administration** is selected as a service to be provided DSS will maintain the data base for the operation of the Access Control System. Subscriber will advise DSS of all change in personnel and or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to DSS regarding personnel access must be in writing via email or fax to addresses designated by DSS. DSS shall have remote Internet access to the Subscriber’s designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access.

LIMITED WARRANTY ON SALE

9. In the event that any part of the security system becomes defective, or in the event that any repairs are required, DSS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of one (1) year from the date of installation. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. DSS is not the manufacturer of the equipment and other than DSS' limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, DSS makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. DSS does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. DSS expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than DSS. DSS shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by DSS shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on DSS' skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that DSS has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for DSS' breach of this agreement or negligence to any degree under this agreement is to require DSS to repair or replace, at DSS' option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, DSS will procure all permits required by local law and will provide certificate of workman's compensation prior to starting work.

GENERAL PROVISIONS

10. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: DSS shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes.

11. TESTING OF SECURITY SYSTEM: Security System, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the Security System and to notify DSS if it is in need of repair.

12. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense.

13. ALTERATION OF PREMISES FOR INSTALLATION: DSS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in DSS' sole discretion for the installation and service of the security system, and DSS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

14. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by DSS.

15. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to indemnify and hold harmless DSS, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by DSS' performance, negligence or failure to perform any obligation under this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against DSS or DSS' subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of DSS. DSS shall have the right to assign this agreement and shall be relieved of any obligations herein upon such assignment.

16. EXCULPATORY CLAUSE: DSS and Subscriber agree that DSS is not an insurer and no insurance coverage is offered herein. The fire alarm, security system, equipment, and DSS' services are designed to detect and reduce certain risks of loss, though DSS does not guarantee that no loss or damage will occur. DSS is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by DSS' negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber releases DSS from any claims for contribution, indemnity or subrogation.

17. INSURANCE / ALLOCATION OF RISK: Subscriber shall maintain a policy of public liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and DSS is named as additional insured and which shall cover any loss or damage DSS' services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or DSS' services. DSS shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against DSS and its subcontractors for loss or damages caused by perils intended to be detected by DSS' services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

18. LIMITATION OF LIABILITY: Subscriber agrees that should there arise any liability on the part of DSS as a result of DSS' negligent performance to any degree or negligent failure to perform any of DSS' obligations pursuant to this agreement or any other legal duty, equipment failure, human error, or strict products liability, that DSS' liability shall be limited to the sum of $2,500.00 If Subscriber wishes to increase DSS' amount of limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain a higher limit by paying an annual payment consonant with DSS' increased liability. This shall not be construed as insurance coverage.

19. DSS' RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that DSS is authorized and permitted to subcontract any services to be provided by DSS to third parties who may be independent of DSS, and that DSS shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints DSS to act as Subscriber's agent with respect to such third parties, except that DSS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to DSS' disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and central station of DSS.

20. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS: Subscriber shall notify DSS in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event DSS discovers the presence of suspected asbestos or other hazardous material, DSS shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate DSS for any additional expenses caused by the delay. If DSS, in its sole discretion, determines that continuing the work poses a risk to DSS or its employees or agents, DSS may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate DSS for all services rendered and material provided to date of termination. DSS shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall DSS be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

21. FALSE ALARMS / PERMIT FEES: Subscriber is responsible for all alarm permits and fees unless specifically listed. Subscriber agrees to file for and maintain any permits required by applicable law and indemnify or reimburse DSS for any fines relating to permits or false alarms. DSS shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY
OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.

DIGI SECURITY SYSTEMS:

By:

Signature Printed name

Title

SUBSCRIBER:

Name Must Be Printed - Use Full Business Name

By:

Signature By Authorized Officer Tax ID or EIN

Print Name, Print Title Address

End-User License Agreement

Norman Public Schools
4100 North Flood
Norman, Oklahoma 73069
United States

Christy Fisher
cfisher@normanps.org

Andrew Younkins
ayounkins@norman.k12.ok.us
(405) 366-5822

Reference: 20230315-145144890

FileWave USA, Inc

12125 E 65th St #361445
Indianapolis, IN 46236

Prepared by: Susan Boyd
Director of Account Management
susanb@filewave.com

Order Form - Products & Services Purchased

PRODUCTS & SERVICES	QUANTITY	TERM
District Site License EDU	16000	12

END-USER LICENSE AGREEMENT

This End-User License Agreement (this "Agreement") is entered into as of July 1, 2023 (the "Effective Date") by and between FileWave USA, Inc. ("FileWave"), and Norman Public Schools ("Customer").

RECITALS

FileWave provides an on-premise software application known as FileWave, and the parties have agreed that FileWave will provide the Software to Customer and also provide support services related to the Software. Therefore, in consideration of the mutual covenants, terms, and conditions set forth below, including those outlined on any applicable Order Form, the adequacy of which consideration is hereby accepted and acknowledged, the parties agree as set forth below.

TERMS AND CONDITIONS

1. **DEFINITIONS.** The following capitalized terms shall have the following meanings whenever used in this Agreement.
    - "Customer Data" means all information processed or stored through the Software by Customer or on Customer's behalf. Customer data does not include payment records, credit cards or other information Customer uses to pay FileWave, or other information and records related to Customer's account, including without limitation identifying information related to Customer staff involved in payment or other management of such account.
    - "Documentation" means the Software's knowledge base.
    - "Order Form" means an order for Software, (executed by both parties) or the purchase order setting forth applicable pricing, the terms of which are incorporated herein by this reference.
    - "Software" means the edition and version of FileWave's software set forth in the Order Form, in object code format.
    - "Specifications" means FileWave's standard specifications for the Software set forth in its then-current Documentation and at filewave.com
    - "Term" is defined in Section 12 below.
    - "Upgrade" means a new versions, updates, added feature, service enhancements or other upgrades of the Software, in object code format.

2. **LICENSES & DELIVERY.**
    - License. FileWave hereby grants Customer a nonexclusive license to reproduce and use the number copies of the Software set forth on the Order Form during the Term, provided Customer complies with the restrictions set forth in the *Restrictions on Software Rights* subsection of this Section 2 set forth below.
    - Restrictions on Software Rights. Copies of the Software created or transferred pursuant to this Agreement are licensed, not sold, and Customer receives no title to or ownership of any copy or of the Software itself. Furthermore, Customer receives no rights to the Software other than those specifically granted in the *License* subsection of this Section 2 set forth above. Without limiting the generality of the foregoing, Customer shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Software; (b) use the Software for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Software; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software's source code.
    - Documentation: Customer may reproduce the Documentation as reasonably necessary to support internal use of the Software.
    - Delivery. FileWave shall provide the Software and Documentation to Customer, through a reasonable system of electronic download, within three (3) days of the Effective Date.

3. **Support.**
    - Provision of Support. During the Term, FileWave shall maintain the Software according to the Service Level Agreement available at: filewave.com, which his incorporated herein by this reference.
    - Upgrades. Certain Upgrade(s) which result in service enhancements, or added features or functionality, may be subject to an additional fee. Upon delivery to Customer, each Upgrade will constitute an element of the Software and will thereafter be subject to this Agreement's terms regarding Software, including without limitation license, warranty, and indemnity terms.
    - Backup. Customer is solely responsible for performing backups of Customer Data. Any problems relating to Customer's failure to perform backups are outside of the scope of this Agreement and applicable Support Plan, and FileWave will charge its standard consulting fees for assisting Customer to resolve those problems.

4. **FEES & REIMBURSEMENT.**
    - Fees. Customer shall pay FileWave as follows:
        - Customer shall pay FileWave the fee set forth in each Order Form (the "Subscription Fee") for each Term. FileWave's invoices are due within 30 days of issuance. For late payment, Customer shall pay interest charges from the time the payment was due at the rate that is the lower of 1.5% per month or

the highest rate permissible under applicable law. FileWave will not be required to refund the Subscription Fee under any circumstances.

- At the end of the Initial Term (as defined in Section 12), and after every Renewal Term (as defined in Section 12), as applicable, the Subscription Fee will be automatically updated in accordance with the Producer Price Index for final demand. Additionally, FileWave reserves the right to increase the Subscription Fee at the end of the Initial Term or the then-current Renewal Term, as applicable, with advanced written notice to Customer. For clarity, Customer shall pay FileWave the increased Subscription Fee for subsequent Renewal Term(s) if Customer does not provide notice of its intent not to renew the Agreement in accordance with Section 12.

- Taxes. Amounts due under this Agreement are payable to FileWave without deduction and are net of any tax, tariff, duty, or assessment imposed by any government authority (national, state, provincial, or local), including without limitation any sales, use, excise, ad valorem, property, withholding, or value added tax withheld at the source. If applicable law requires withholding or deduction of such taxes or duties, Customer shall separately pay FileWave the withheld or deducted amount. However, the prior two sentences do not apply to taxes based on FileWave's net income.

5. **CUSTOMER DATA & PRIVACY.**
   - Use of Customer Data. FileWave shall not: (a) access, process, or otherwise use Customer Data other than as necessary to perform its obligations hereunder; or (b) give Customer Data access to any third party, except FileWave's subcontractors and third-party vendors that have a need for such access to facilitate FileWave's performance of its obligations hereunder, and who are subject to a reasonable written agreement governing the use and security of Customer Data. Further, FileWave: (c) shall exercise reasonable efforts to prevent unauthorized disclosure or exposure of Customer Data; and (d) shall comply with all Privacy/Security Laws that are applicable both specifically to FileWave and generally to data processors in the jurisdictions in which FileWave does business and operates physical facilities.
   - Additional Fees. Customer recognizes and agrees that FileWave may charge additional fees (without limitation) (a) for activities (if any) required by Privacy/Security Laws and (b) for activities Customer requests to help it comply with Privacy/Security Laws.
   - De-Identified Data. Notwithstanding the provisions above of this Section 5, FileWave may use, reproduce, sell, publicize, or otherwise exploit De-Identified Data (as defined below) in any way, in its sole discretion, including without limitation aggregated with data from other customers. ("De-Identified Data" refers to Customer Data with the following removed: information that identifies or could reasonably be used to identify an individual person, a household, or Customer.)
   - Erasure. FileWave may permanently erase Customer Data if Customer's account is delinquent, suspended, or terminated for 30 days or more, without limiting FileWave's other rights or remedies.
   - Required Disclosure. Notwithstanding the provisions above of this Section 5, FileWave may disclose Customer Data as required by applicable law or by proper legal or governmental authority. FileWave shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
   - Data Accuracy. FileWave shall have no responsibility or liability for the accuracy of data uploaded to the Software by Customer, including without limitation Customer Data and any other data uploaded by Users.
   - Excluded Data. Customer warrants that (a) it has not and will not transmit Excluded Data (as defined below), or permit transmission of Excluded Data, to FileWave or its computers or other media and, (b) to the best of its knowledge, Customer Data does not and will not include Excluded Data. Customer shall inform FileWave of any Excluded Data within Customer Data promptly after discovery (without limiting FileWave's rights or remedies). Customer recognizes and agrees that: (i) the provisions of this Agreement related to Customer Data do not apply to Excluded Data; (ii) FileWave has no liability for any failure to provide protections in the Excluded Data Laws (as defined below) or otherwise to protect Excluded Data; and (iii) FileWave's systems are not intended for management or protection of Excluded Data and may not provide adequate or legally required security for Excluded Data. FileWave is not responsible or liable for any data exposure or disclosure or related loss to the extent that it involves Excluded Data. ("Excluded Data" means: (i) protected health information ("PHI"), as such term is defined under the Health Insurance Portability and Accountability Act of 1996; (ii) government issued identification numbers (e.g., social security numbers); or (iii) financial account numbers or credit card numbers. "Excluded Data Laws" means any law or regulation governing Excluded Data, including without limitation any law or regulation protecting privacy or security rights of Excluded Data subjects).

6. **IP & FEEDBACK.**
   - IP Rights in the Software. FileWave retains all right, title, and interest in and to the Documentation and Software, including without limitation Upgrades, except to the extent of the limited licenses specifically set forth in the *License* and *Documentation* subsections of Section 2. Customer recognizes that the Software and its components are protected by copyright and other laws.

- Feedback. Customer hereby grants FileWave a perpetual, irrevocable, worldwide license to use any Feedback (as defined below) Customer communicates to FileWave during the Term, without compensation, without any obligation to report on such use, and without any other restriction. FileWave's rights granted in the previous sentence include, without limitation, the right to exploit Feedback in any and every way, as well as the right to grant sublicenses. Notwithstanding the provisions of Section 7 (*Confidential Information*) below, Feedback will not be considered Customer's Confidential Information. ("Feedback" refers to any suggestion or idea for modifying any of FileWave's products or services, including without limitation all intellectual property rights in any such suggestion or idea.)

7. **CONFIDENTIAL INFORMATION.**
   - Confidential Information Defined. "Confidential Information" refers to the following one party to this Agreement ("Discloser") discloses to the other ("Recipient"): (a) any document Discloser marks "Confidential"; (b) any information Discloser orally designates as "Confidential" at the time of disclosure, provided Discloser confirms such designation in writing within five (5) business days; (c) the non-public features and functions of the Software, for which FileWave is Discloser; and (d) any other nonpublic, sensitive information Recipient should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Recipient's possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient's improper action or inaction; or (iv) is approved for release in writing by Discloser. Recipient is on notice that the Confidential Information may include Discloser's valuable trade secrets.
   - Nondisclosure. Recipient shall not use Confidential Information for any purpose other than to facilitate the transactions contemplated by this Agreement (the "Purpose"). Recipient: (a) shall not disclose Confidential Information to any employee or contractor of Recipient unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Recipient with terms no less restrictive than those of this Section 7; and (b) shall not disclose Confidential Information to any other third party without Discloser's prior written consent. Without limiting the generality of the foregoing, Recipient shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Recipient shall promptly notify Discloser of any misuse or misappropriation of Confidential Information that comes to Recipient's attention. Notwithstanding the foregoing, Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Recipient shall give Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at Discloser's expense.
   - Injunction. Recipient agrees that breach of this Section 7 would cause Discloser irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Discloser will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
   - Termination & Return. With respect to each item of Confidential Information, the obligations of this Section 7 above (*Nondisclosure*) will terminate two (2) years after the date of disclosure; provided that such obligations related to Confidential Information constituting Discloser's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, Recipient shall return all copies of Confidential Information to Discloser or certify, in writing, the destruction thereof.
   - Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Discloser will retain all right, title, and interest in and to all Confidential Information.

8. **SOFTWARE AUDIT.** During the Term of this Agreement and at any time during the one (1) year thereafter, FileWave may audit Customer's use of Licensed Software on ten (10) days' advance written notice. Customer shall cooperate with the audit, including by providing access to any books, computers, records, or other information that relate or may relate to use of Licensed Software. Such audit shall not unreasonably interfere with Customer's business activities. If FileWave discovers unauthorized use, reproduction, distribution, or other exploitation of Licensed Software, Customer shall reimburse FileWave for the reasonable cost of the audit, or of the next audit in case of discovery without an audit, in addition to such other rights and remedies as FileWave may have. FileWave may not conduct an audit more than once per year.

9. **REPRESENTATIONS & WARRANTIES.**
   - From FileWave.
     - *Warranty of Function*. FileWave represents and warrants that, during the Term, the Software will perform materially as described in its Specifications. In case of breach of the warranty in this subsection (*Warranty of Function*), FileWave shall: (a) repair the Software; (b) replace the Software with software of substantially similar functionality; or (c) if such attempts do not succeed after sixty (60) days, refund 100% of the licensee fee paid for the Software for every month remaining in the Term, in which case Customer shall promptly cease all use of that Software. The preceding sentence, in conjunction with

Customer's right to terminate this Agreement where applicable, states Customer's sole remedy and FileWave's entire liability for breach of the warranty in this subsection (*Warranty of Function*).

- *IP Warranty.* Subject to the next sentence, FileWave represents and warrants that it is the owner of the Software and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the intellectual property rights to the Software set forth in this Agreement without the further consent of any third party. FileWave's representations and warranties in the preceding sentence do not apply to the extent that the infringement arises out of any of the Indemnification Exceptions set forth in Section 10 below. In the event of a breach of the warranty in this this subsection (*IP Warranty*), FileWave, at its own expense, will promptly take the following actions: (i) secure for Customer the right to continue using the Software; (ii) replace or modify the Software to make it noninfringing, provided such modification or replacement will not materially degrade any functionality listed in the Specifications; or (iii) refund 100% of the licensee fee paid for the Software for every month remaining in the Term, in which case FileWave may terminate any or all Customer licenses to the Software granted in this Agreement and require return or destruction of copies thereof. In conjunction with Customer's right to terminate for breach where applicable and the provisions of Section 10 below (*Indemnified Claims*), the preceding sentence states FileWave's sole obligation and liability, and Customer's sole remedy, for breach of the warranty in this subsection (*IP Warranty*) and for potential or actual intellectual property infringement by the Software.

- From Both Parties. Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.
- Warranty Disclaimers. Except for the express warranties in set forth in this Section 9 above, FILEWAVE MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FileWave does not warrant that the Software will perform without error or that it will run without immaterial interruption. FileWave provides no warranty regarding, and will have no responsibility for, any claim arising out of: (a) a modification of the Software made by anyone other than FileWave, unless FileWave approves such modification in writing; or (b) use of the Software in combination with any operating system not authorized in the Specifications or Documentation or with hardware or software specifically forbidden by the Specifications or Documentation.

10. **INDEMNIFICATION.**
    - Indemnified Claims. FileWave shall defend and indemnify Customer and Customer's Associates (as defined below) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of, related to, or alleging direct infringement of any patent, copyright, trade secret, or other intellectual property right by the Software. FileWave's obligations set forth in this subsection do not apply to the extent that an Indemnified Claim arises out of: (a) Customer's breach of this Agreement; (b) revisions to the Software made without FileWave's written consent; (c) Customer's failure to incorporate Upgrades that would have avoided the alleged infringement, provided FileWave offered such Upgrades without charges not otherwise required pursuant to this Agreement; (d) FileWave's modification of Software in compliance with specifications provided by Customer; or (e) use of the Software in combination with hardware or software not provided by FileWave (collectively, "Indemnification Exceptions"). In the event of an Indemnified Claim, FileWave may exercise the remedies in the IP Warranty subsection of Section 9 above, including without limitation its right therein to terminate licenses and require return of the Software. (As used in this Section 10, Customer's "Associates" are its officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.)
    - Litigation & Additional Terms. FileWave's obligations pursuant to Section 10 above will be excused to the extent that Customer's or any of Customer's Associates' failure to provide prompt notice of the Indemnified Claim or reasonably to cooperate materially prejudices the defense. FileWave will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof.

11. **LIMITATION OF LIABILITY.**
    - Dollar Cap. FILEWAVE'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO FILEWAVE IN THE TWELVE (12) MONTHS PROCEEDING THE CLAIM.
    - Excluded Damages. Except with regard to breaches of Section 7 (*Confidential Information*), IN NO EVENT WILL FILEWAVE BE LIABLE FOR LOST PROFITS OR LOSS OF BUSINESS OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.
    - Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS SECTION 11 APPLY: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (c) EVEN IF FILEWAVE IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Section 11, FileWave's liability will be limited to the maximum extent

permissible. For the avoidance of doubt, FileWave's liability limits and other rights set forth in this Section 11 apply likewise to FileWave's affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

- Exceptions to Limitation of Liability. Subsections (*Dollar Cap*) and (*Excluded Damages*) of this Section 11 set forth above do not apply to: (a) claims pursuant to Section 10 above (*Indemnification*); or (b) claims for attorneys' fees and other litigation costs recoverable by the prevailing party in any action.

12. **Term & Termination.**
    - Term. The term of this Agreement will commence on the Effective Date and continue for a period of 12 month[s] (the "Initial Term"). Thereafter, the Term will renew for successive one (1) year periods (each, a "Renewal Term," and collectively with the Initial Term, the "Term"), unless either party refuses such renewal by written notice 60 or more days before the renewal date.
    - *Termination for Cause*. Either party may terminate this Agreement for the other's material breach by written notice specifying in detail the nature of the breach, effective in thirty (30) days unless the other party first cures such breach, or effective immediately if the breach is not subject to cure.
    - Effects of Termination. Upon termination of this Agreement, Customer shall cease all use of the Software and delete, destroy, or return all copies of the Documentation in its possession or control. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Customer to pay fees incurred before termination; (b) the *Restrictions on Software Rights* subsection of Section 2, the *IP & Feedback* subsection of Section 5, Section 7 (*Confidential Information*), Section 8 (*Software Audit*), the *Warranty Disclaimers* subsection of Section 9, Section 10 (*Indemnification*), and Section 11 (*Limitation of Liability*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

13. **MISCELLANEOUS.**
    - Independent Contractors. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.
    - Notices. Notices pursuant to this Agreement shall be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (a) actual receipt or (b) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. For FileWave: FileWave (USA) Inc., 12125 E 65th St #361445, Indianapolis, IN 46236. For Customer: Norman Public Schools 4100 North Flood Norman 73069.
    - Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.
    - Assignment & Successors. Customer may not assign this Agreement or any of its rights or obligations hereunder without FileWave's express written consent. Except to the extent forbidden in this subsection, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.
    - Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
    - No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
    - S. Government Restricted Rights. The Software and Documentation are commercial items, as that term is defined in 48 CFR 2.101, consisting of commercial computer software and commercial computer software documentation, as those terms are used in 48 CFR 12.212. If the Software or Documentation is acquired by or on behalf of the U.S. government or by a U.S. government contractor (including without limitation prime contractors and subcontractors at any tier), then in accordance with 48 CFR 227.7202-4 (for Department of Defense licenses only) and 48 CFR 12.212 (for licenses with all federal government agencies), the government's rights to the Software and Documentation are limited to the commercial rights specifically granted in this Agreement, as restricted by this Agreement. The rights limited by the preceding sentence include, without limitation, any rights to reproduce, modify, perform, display, disclose, release, or otherwise use the Software or Documentation. This subsection does not grant Customer any rights not specifically set forth in this Agreement.
    - Bankruptcy Rights. The rights and licenses granted to Customer in the *License* and *Documentation* subsections of Section 2 (collectively, the "License Provisions") are licenses to "intellectual property" rights, as defined in Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Sections 101*, et seq.*). If FileWave is subject to any proceeding under the United States Bankruptcy Code, and FileWave as debtor in possession or its trustee in bankruptcy rejects this Agreement, Customer may, pursuant to 11 U.S.C. Section 365(n)(1) and (2), retain any and all rights granted to it under the License Provisions to the maximum extent permitted by law.

This subsection will not be construed to limit or restrict any right or remedy not set forth in this subsection, including without limitation the right to retain any license or authority this Agreement grants pursuant to any provision other than the License Provisions.

- Choice of Law & Jurisdiction: This Agreement will be governed solely by the internal laws of the State of Indiana, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Indianapolis, Indiana. This subsection governs all claims arising out of or related to this Agreement, including without limitation tort claims.
- Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- Use Cases. FileWave is entitled to publish the Customer's use cases unless the Customer in advance has expressly objected to this in writing.
- Technology Export. Customer shall not: (a) permit any third party to access or use the Software in violation of any U.S. law or regulation; or (b) export the Software or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Software in, or export it to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria).
- Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter, including without limitation any previous license agreement(s) for the Software. Neither party has relied upon any such prior or contemporaneous communications.
- Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.
- Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each party.

[Signature Page Follows]

IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date.

_____	_____
CUSTOMER	**FILEWAVE USA, INC.**
By: _____	By: _____
(signature)	(signature)
Name: _____	Name: _____
(print)	(print)
Title: _____	Title: _____
Date: _____	Date: _____

Quote for **7/1/23 Norman Public Schools (OK) Renewal**

Norman Public Schools
4100 North Flood
Norman, Oklahoma 73069
United States

Christy Fisher
cfisher@normanps.org

Andrew Younkins
ayounkins@norman.k12.ok.us
(405) 366-5822

FileWave
12125 E 65th St
#361445
Indianapolis IN 46236
United States

Prepared by: Susan Boyd
susanb@filewave.com

Reference: 20230315-144243928
Quote created: March 15, 2023
Quote expires: June 30, 2023

Billing Address
Norman Public Schools
4100 North Flood
Norman Oklahoma 73069
United States

Shipping Address
Norman Public Schools
4100 North Flood
Norman Oklahoma 73069
United States

Total **$66,080.00**

PRODUCTS & SERVICES	SKU	QUANTITY	TERM	PRICE	TOTAL
District Site License EDU	Americas Site License EDU	16000	12M	$4.13	$66,080.00

Total	$66,080.00

Comments

This quote is for the 12 month renewal of your FileWave support agreement #01- 1680 which is effective through 06/30/2023. If you do not wish to renew, please notify us of your cancellation in writing before 05/01/2023. Please note that if we do not receive written notice of your cancellation by this date, we will recognize you as renewing for another year.

FileWave District Site License

Support period: 07/01/2023 – 06/30/2024

Please note: FileWave USA Inc. will neither accept cancellations after this date nor cancellations made by a non-authorized person.

Please fax your PO and an updated copy of your W-9 to us at 317-755-0944, or email us at purchase.orders@filewave.com

Payment Terms

Please submit payment via ACH to:
Bank Name: National Bank of Indianapolis
Bank Address: 107 N Pennsylvania St Ste 100 Indianapolis IN 46204 ABA Number: 074006674
Account Number: 1602242
Account Name: FileWave USA Inc

For check payments, please remit to:
FileWave (USA), Inc.
PO Box 7096
Dept 303
Indianapolis, IN 46207

Gaggle.Net, Inc.
5050 Quorum Drive, Suite 700
Dallas, TX 75254
800-288-7750
www.gaggle.net

CONTRACT FOR SERVICES

Contract Number: Q-115676

This contract by and between Gaggle.Net, Inc. (Gaggle) and Norman Public Schools - Norman OK (Customer) for good and valuable consideration as set forth hereby agree and contract as follows:

1. Services Provided by Gaggle

Gaggle shall provide the Customer with services pursuant to the purchasing arrangement for the duration of the contract term unless the service changes. In the event of change of services, the terms of this agreement remain the same however pricing may vary. Gaggle will notify the Customer of any resulting changes in pricing prior to increase and service change.

2. Contract Term Service

Commencement Date: 7/1/2023
Service End Date: 6/30/2024
Contract End Date:

3. Services and Payment

Full annual payment is due and payable upon receipt of invoice. Invoices outstanding for over 60 days are subject to a 1% late payment penalty. Customer is responsible for any and all taxes associated with services. If Customer wishes to begin installation before the contract term start date, Customer may be required to pay a pro-rated cost for early started services. Gaggle will notify the Customer of any charges prior to the early commencement of services.

This agreement provides for fixed pricing over the term of contract. The parties recognize that the number of accounts may vary over the term of the contract. No amendment to pricing shall take place unless the number of active accounts varies by more than 20% from the original contract numbers.

Pricing described in this contract may be reviewed and adjusted annually to reflect changes in the Producer Price Index published by the United States Bureau of Labor Statistics.

4. Incorporation by Reference

Upon the commencement of service; Gaggle's applicable Quote, Invoice, Terms of Service, Service Level Agreement, Privacy Policy, Student Data Privacy Notice, along with future engagements, additional products, and renewals of service; are hereby acknowledged and incorporated by reference.

We respectfully require a signed contract on file before the start of any services.

NOTE:

Authorized Representative of Gaggle	Authorized Representative for Norman Public Schools - Norman OK
Date	Date

Gaggle Quote Number: Q-115676

DESCRIPTION	LINK	NOTES	QUANTITY	UNIT PRICE	DISCOUNT	NET UNIT PRICE	NET TOTAL
Gaggle Safety Management - Google - Student	Learn More	Email and Drive	10,000	$6.00	$1.50	$4.50	$45,000.00
Gaggle Safety Management - Canvas LMS - Student	Learn More		8,000	$2.00	$0.25	$1.75	$14,000.00
Gaggle Safety Management - Google Hangouts - Student	Learn More		10,000	$3.00	$1.00	$2.00	$20,000.00
Professional Development - Renewal Webinar	Learn More		1	$1,499.00	$0.00	$1,499.00	$1,499.00
						TOTAL:	$80,499.00

www.gaggle.net | P 800-288-7750 | F 309-665-0171
5050 Quorum Drive, Suite 700, Dallas, TX 75254

Gaggle Services Terms & Conditions

Last Updated: January 31, 2023

Please read the following Agreement carefully. This Agreement explains your rights and obligations as a user of "Services" provided by Gaggle.Net, Inc. ("Gaggle"). Gaggle Services include but are not limited to, Archiving & Backup, Safety Management, SpeakUp for Safety, Mental Health Services, and ReachOut. For a further Description of Services, please consult the Gaggle Service Level Agreement.

It may be necessary for us to update or revise parts of this Agreement or any feature of Gaggle Services without prior notice. If we make material changes to this Agreement, we will post the updated Agreement (with a notice that the Agreement has been updated) and notify Customers by email using the primary email address specified in their accounts.

1. Acceptance of Terms

The Terms & Conditions herein establish the understanding for Gaggle to provide Services to you ("Customer"). Compensation for the Services provided shall be at the rates and terms set forth in a Gaggle invoice, Customer contract, or Subscription Agreement. By completing the registration process and providing Gaggle with current, complete, and accurate information, you are agreeing to be bound by these Terms & Conditions. If you choose not to agree with the changes, your only remedy would be to cancel Gaggle Services in accordance with Section 8.

2. Unauthorized Access, Password Protected, and Secured Areas

Users of Gaggle Services shall be responsible for unauthorized access made through their usernames and passwords. For this reason, Gaggle recommends that users change their passwords periodically. Access to and use of current or future password-protected or secured Services is restricted to authorized users only. You will be asked to provide accurate and current information on all registration forms for Gaggle Services. You are solely responsible for maintaining the confidentiality of any username and password that you choose or is chosen by someone on your behalf. You agree not to misuse or share your username or password, misrepresent your identity or your affiliation with an entity, impersonate any person or entity, or misstate the origin of any materials that you are exposed to through Gaggle Services. If you violate your obligations under this section, you may be subject to criminal prosecution or civil damages. You agree to notify Gaggle and your applicable administrator immediately of any unauthorized use of your account or any other breach of security known to you.

3. Privacy and Security

Gaggle uses a variety of measures to protect the security and privacy of its users. Users should be aware, however, that Gaggle cannot guarantee security and confidentiality through its Services. Gaggle accepts no responsibility for harm caused directly or indirectly by the use of its Services. Users should also be aware that the use of Gaggle email and/or email through third-party products, such as those from Google Inc. and Microsoft Corporation, is not private. Although Gaggle is not obligated to do so, it has the right to review and monitor your content and communications, including but not limited to fulfilling obligations set forth in your contract or Subscription Agreement, to back up or review messages to identify network problems, or to

determine whether you comply with our Terms & Conditions. Gaggle, at its discretion, may choose to turn over or make available message content to appropriate personnel, the National Center for Missing and Exploited Children ("NCMEC"), and/or law enforcement agencies, if required.

For more information, please also refer to the Gaggle Privacy Policy and Gaggle Student Data Privacy Notice.

4. Confidentiality Policy

As used herein, "Confidential Information" shall mean the respective parties' proprietary information or material to which the other party may become aware of as a result of this Agreement, including but not limited to research data, methodologies, products, services, processes, formulas, technology, or other business information disclosed to one party by the other, either directly or indirectly, whether in writing, orally, or otherwise, but not including any of the foregoing that was known to the receiving party at the time of disclosure from a source other than the disclosing party or any third party that owed a duty of confidentiality with respect to such information to the disclosing party or which has become publicly known and made generally available through no wrongful act or omission of the receiving party or of others who were under confidentiality obligations with respect thereto. Each party agrees that with respect to the Confidential Information of the other party, during the term of this Agreement and thereafter, such party: (a) shall at all times maintain the confidentiality of the Confidential Information, using the same degree of care that such party uses to protect its own confidential information of a like nature and, (b) shall not disclose the Confidential Information to any other individual, entity, or third party, except as permitted herein or as may be requested or required by (or as deemed advisable by counsel under) applicable law, rule, regulation, court order, legal process, or governmental, judicial, regulatory, or self-regulatory oversight.

5. Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99) is a federal law that protects the privacy of student education records. You are required to comply with FERPA and its applicable regulations. Gaggle shall not disclose any student's education records, personally identifiable information, or other related records monitored, maintained, and retained by Gaggle and/or other Services provided by Gaggle to any third party (other than your school organization) without prior authority. Gaggle shall maintain the privacy and confidentiality of all student education records and shall make available to your school organization the right to inspect and review the student education records upon request. Gaggle shall not disclose or transmit student education records or information to any unauthorized party without the prior consent of the student, guardian, and/or your school organization, or by court order, administrative order, or subpoena. Notwithstanding the foregoing, to protect your school or district against the risks involved in handling explicit content involving minors, Gaggle registers incidents containing pornographic videos and images of possible minors with the CyberTipline at the National Center for Missing and Exploited Children ("NCMEC"). It is NCMEC's mission to prevent the spread of these materials, as well as to prevent the sexual exploitation of children. For more information, consult the Gaggle Student Data Privacy Notice.

6. Support

Gaggle maintains a case system to manage all Customer issues. Gaggle provides customer service between the hours of 6:00 AM and 7:00 PM CT Monday through Friday. Customers can reach Gaggle by email (support@gaggle.net), telephone (800-288-7750), or by accessing a live chat feature within the Gaggle

interface and on the Gaggle website. After-hours support is provided through a monitored email account at support@gaggle.net.

Gaggle provides additional technical support twenty-four (24) hours per day, seven (7) days per week. Response time commitments are made based on the severity of the issue, ranging from six (6) hours for critical issues to twenty-four (24) hours for informational requests.

7. Assignment

Neither party may assign or transfer any part of this Agreement without the written consent of the other party, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement, and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

8. Term of Agreement.

This agreement commences with the start of Services and continues until otherwise terminated, by written agreement of the parties, in accordance with Section 10 or upon the expiration of the last Service Term or Renewal thereof.

9. Automatic Renewal of Services

Except as otherwise specified, Services shall automatically renew for successive one-year periods, unless and until terminated by either party in accordance herewith or unless either party provides written notice of non-renewal to the other party prior to the end of the then-current Services Term. Gaggle may increase pricing applicable to the renewal of any then-current Services Term by providing Customer with notice thereof, including by email, at least 30 days prior to the end of such term.

10. Termination

Customer may terminate the Services under this Agreement at the end of any contract by providing thirty (30) days' written notice of the intent to terminate. Gaggle may also terminate or suspend Services if you breach the conditions of this Agreement, the Gaggle Service Level Agreement (SLA), your contract, or Subscription Agreement.

You can cancel your Services by sending your cancellation notice to Gaggle, P.O. Box 735566, Dallas, TX 75373-5566; sending email to support@gaggle.net; or by fax to 309-665-0171.

Gaggle can, at any time, modify or discontinue any of its Services without liability to any user or third party.

11. Limitation of Liability, Statute of Limitations

In no event shall Gaggle be liable with respect to Services (i) for any amount in the aggregate in excess of the fees paid by you; or (ii) for any indirect, incidental, punitive, or consequential damages of any kind whatsoever. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. You agree that regardless of any statute or law to the contrary, any claim or cause of action against Gaggle arising out of or related to use of Services or the

terms of use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

You assume total responsibility for the use of Gaggle Services and use these Services at your own risk. Gaggle exercises no control over and has no responsibility whatsoever for actions taken on the internet, and Gaggle expressly disclaims any responsibility for such actions. You acknowledge to Gaggle, and for Gaggle's benefit and the benefit of its directors, employees, licensors, and agents, that the Services may contain bugs and are not designed or intended for use in mission-critical environments requiring fail-safe performance.

12. Message Storage, Content Storage, and Other Limitations

The amount of email storage space and content storage space is limited for each user depending upon your contract or Subscription Agreement.

13. Communications

Except for any disclosure by you for technical support purposes, or as specified in the Gaggle Privacy Policy, all communications from you will be considered non-confidential and nonproprietary. You agree that any and all comments, information, feedback, and ideas that you communicate to Gaggle will be deemed, at the time of the communication, the property of Gaggle, and Gaggle shall be entitled to full rights of ownership including, without limitation, unrestricted right to delete, use, or disclose such communication in any form, medium, or technology now known or later developed, and for any purpose, commercial or otherwise, without compensation to you. You are solely responsible for the content of your communications and their legality under all laws and regulations. You agree not to use Gaggle Services to distribute, link to, or solicit content that is defamatory, harassing, unlawful, libelous, harmful to minors, threatening, obscene, false, misleading, or infringing a third-party intellectual property or privacy rights.

14. Miscellaneous

Gaggle provides Services to your organization to assist it in the protection of your students and your organization. Gaggle shall undertake every commercially reasonable effort to update its Services to maximize detection of unsafe, graphic, and/or obscene communications. Gaggle does not warrant, represent, and/or guaranty that all unsafe communications can or will be detected while monitoring your student communications or website content.

Gaggle shall not be responsible for contacting, notifying, or alerting any governmental agency or bureau including, but not limited to, child protective services agencies, with jurisdiction over your organization (Customer) for which notification has been provided to Customer. Your organization is responsible for reviewing all Gaggle communications, and to take all reasonable and precautionary actions required by your organization to protect the interests of students including, but not limited to, notifying applicable governmental agencies and/or bureaus, such as child protection services pursuant to the Family Educational Rights and Privacy Act (FERPA) and other applicable laws and regulations.

15. Notices

Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact; and (b) notice will be deemed given: (i) when

verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

16. Indemnity

You agree to indemnify, defend, and hold Gaggle and its respective officers, directors, shareholders, employees, agents, representatives, successors, and assigns (collectively, the "Gaggle Indemnified Persons") harmless from and against any and all third-party claims, liabilities, damages, losses, or expenses (including reasonable attorney's fees and costs) arising out of, based on, or in connection with your access and/or use of Gaggle Services.

Gaggle's indemnification from third-party claims for which we have no control, even when we do our job with 100% professionalism and client satisfaction, is a requirement of our insurance carriers and legal team.

Notwithstanding the foregoing, your indemnification obligations shall be limited to the extent that such claims or demands are the results of Gaggle's breach of contract, gross negligence, or willful misconduct.

17. Taxes

All fees set forth in this Agreement and any invoices shall include all taxes except such "Transaction Taxes" which Gaggle is required by law to invoice and collect from Customer. Transaction Taxes, if any, will be separately stated on the invoice and will be paid by Customer to Gaggle unless Customer provides an exemption certificate to Gaggle or the transaction is statutorily exempt from Transaction Taxes. Gaggle shall be solely responsible for the timely remittance of all Transaction Taxes to the applicable Governmental Authority, and Gaggle shall pay (without reimbursement by Customer), and shall hold Customer harmless against, any penalties, interest, or additional taxes that may be levied or assessed as a result of the failure to invoice or delay of Gaggle to pay any such taxes. "Transaction Taxes" means sales and use taxes, value-added taxes, goods and services taxes, gross receipts taxes, and excise taxes, and excludes any tax on income, real or personal property taxes, or payroll taxes.

18. Trademarks

The trademarks, service marks, logos, slogans, and product designations of Gaggle ("Trademarks") are the property of Gaggle.Net, Inc., and/or their respective owners. You have no right to use any such Trademarks, and nothing contained in Gaggle Services grants any right to use (by license, implication, waiver, estoppel, or otherwise) any Trademarks without the prior written permission of Gaggle or the respective owner.

19. Acknowledgment of Ownership Rights and Disclosure of Deliverables

Gaggle does not convey any ownership in and Gaggle will own in perpetuity all right, title, and interest, worldwide, in and to: (i) any intellectual property or related rights owned or licensed by Gaggle and used in the performance of Gaggle's service hereunder, including Gaggle's Confidential Information, and (ii) the frameworks, methodologies, processes, inventions, analytical tools, and industry data and insights that may be used or developed by Gaggle in the performance of Gaggle's services hereunder along with any and all intellectual property rights in connection with the foregoing (the "Gaggle IP").

20. Choice of Law

This Agreement is made in and shall be interpreted and governed in all respects in accordance with the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions.

21. Violations

Please report any violations of these Terms & Conditions to Gaggle's Customer Service department at 800-288-7750, via email at support@gaggle.net, or fax to 309-665-0171.

22. General Questions

If you have any questions regarding the Terms & Conditions, please contact Gaggle's Customer Service department at 800-288-7750, via email support@gaggle.net, or fax to 309-665-0171.

www.gaggle.net | P 800-288-7750 | F 309-665-0171
5050 Quorum Drive, Suite 700, Dallas, TX 75254

Gaggle Service Level Agreement

Last Updated: January 31, 2023

This Enterprise Service Level Agreement (SLA) for Gaggle.Net, Inc. ("Gaggle") Solutions ("Services") is made in connection with, and is a part of, your (Customer) Gaggle invoice, Customer contract, or Subscription Agreement for Services including, but not limited to: Archiving & Backup, Safety Management, SpeakUp for Safety, After Hours, Mental Health Services, and ReachOut. This SLA establishes the understanding for Gaggle to provide any of these Services to ensure maximum performance and uptime. Compensation for the Services provided under this SLA shall be at the rates and terms set forth in a Gaggle invoice, Customer contract, or Subscription Agreement.

1. Descriptions of Services

Archiving & Backup

Gaggle Archiving & Backup includes the archiving of all Customer email messages up to 50 megabytes (MB) in size, and all cloud-based (Drive) files up to 300 megabytes (MB) in size.

This Service includes full-text indexing, tiered administrator access permissions, granular litigation management, audit logs of access and activity, policy-based data retention, and advanced search, data recovery, and export options. Gaggle shall not be required to archive, and Customer shall not transmit, miscellaneous documents, which are not attachments to specific email communications for the sole purpose of archiving non-email-related documents.

A separate drive-based archiving solution can also be purchased, which provides archiving of cloud-based files subject to certain file size and file type limitations. This service is intended for individual user-based file archiving versus the archiving of data systems.

As an additional service, which may include additional charges, all email content and cloud-based files archived by Gaggle may be delivered to Customer's designated server, as needed and upon request, to supplement any backup or disaster recovery program developed and maintained by the Customer.

Safety Management and SpeakUp for Safety Tipline

Gaggle shall monitor email, message communications, documents, and other file types subject to certain file size limitations within third-party services including, but not limited to, those from Google Inc. and Microsoft Corporation.

Gaggle shall not make Safety Management or SpeakUp for Safety tipline available to Customer until Customer has provided Gaggle with the identity of three (3) designated emergency contacts including all emergency contact information. "Designated emergency contact" means the individual(s) designated by you to receive and act upon Gaggle notifications. If applicable, Customer must also provide access to student information system (SIS) data.

If there is a change in any designated emergency contact and/or emergency contact information, you must immediately notify Gaggle of all applicable changes. Your failure to immediately notify Gaggle of any changes to the designated emergency contact information will result in the delay or inability of Gaggle to properly send notifications to your organization.

Chrome Extension

Gaggle's Chrome Extension is a safety monitoring solution for web searches performed by students when using a Chrome Browser on your school-provided account or devices. The extension is a lightweight add-on that does not interfere with activity on your device. It logs all searches and sends them to Gaggle for review by artificial intelligence and our human safety team. Searches that indicate suicide ideation or self-harm and threats of violence will result in email notifications and immediate emergency phone calls when warranted.

After Hours

Gaggle Safety Team Members will alert designated local authorities, who can then determine the appropriate course of action to help ensure student well-being. Possible Student Situation (PSS) incidents occurring after hours, overnight, and on weekends will be handled by the Gaggle Safety Team. Gaggle will reach out to local authorities or social workers to perform a wellness check.

Gaggle will pull data from the district's Student Information System (SIS) so that we can provide the relevant information to authorities. Files with the student data will need to be uploaded daily via a file transfer (sFTP) for each group.

Mental Health Services

Gaggle shall provide outpatient individual and group therapy or coaching sessions to address a variety of experiences, symptoms, and disorders. These services are evidence-based and individualized to meet student or staff needs addressing symptoms related to mood disorders, substance use disorders, depression, anxiety, self-harm, PTSD, grief and loss, stress, trauma, etc.

School staff identify students for therapy or mental health coaching and Gaggle will reach out to those students' parents to coordinate the student intake process and obtain informed consent. Gaggle will then match the students with licensed counselors and send a secure HIPAA-compliant video login link for each session.

Students will participate in ongoing 45-minute video sessions for a duration determined by the provider. Therapy sessions will be scheduled at convenient times for students, including evenings and weekends. Students will be able to log on for therapy sessions from home or at school.

All Gaggle Mental Health Services and activities comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Family Educational Rights and Privacy Act (FERPA).

ReachOut

Gaggle will provide a 24/7 mental health crisis and support line designed for kids and teens. Students are partnered with trained crisis responders to address youth crisis situations and de-escalate to keep students safe. Students communicate in a 2-way conversation with a crisis responder via SMS text, web-based chat, or phone.

2. Service Standards

Gaggle shall regularly maintain and update, as needed, all Services. General maintenance typically shall not result in an interruption of Services (Downtime) except for Scheduled Downtime or Emergency Downtime, which is outside the control of Gaggle.

Gaggle guarantees that its Services shall be available 99.5% of the time in a given month, excluding Scheduled Downtime for maintenance and Emergency Downtime. Downtime exists when a particular Customer is unable to send or receive data from Gaggle servers, the failure is resolvable by Gaggle, and such failure has been clearly and fully communicated in writing to the Gaggle technical support team. Downtime shall be applicable until the server is able to send and receive data as confirmed by Gaggle's monitoring systems. Maintenance and updates to Services, which may require an interruption of Services, shall be scheduled by Gaggle through notice to Customer of the Scheduled Downtime. Gaggle shall undertake commercially reasonable efforts to arrange Scheduled Downtime for maintenance and updates to be performed during off-peak hours.

When third-party applications are used within Gaggle Services, Gaggle does not have control over these applications. Downtime of these applications is specifically excluded from this SLA.

3. Limitations

This SLA and any applicable Services do not apply to any of the following:

Issues that are due to factors outside of Gaggle's control including, but not limited to, natural acts of God, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third-party services, virus attacks or hackers, failure of third-party software, or inability to obtain raw materials, supplies, or power used in or equipment needed for the provision of this SLA.

Interruptions that result from Customer and/or a third-party hardware or software and that are not within the primary control of Gaggle.

Issues that result from outages between Gaggle's Internet Service Provider and Gaggle servers.

Interruptions relating to Domain Name Server ("DNS") issues outside the control of Gaggle including DNS propagation or any delays in the registration or transfer of domain names and browser or DNS caching that may make Customer Site appear inaccessible when others can still access Customer Site.

Scheduled Downtime including upgrades and Emergency Downtime, as described in Section 2.

Customer acts or omissions (or acts or omissions of others engaged or authorized by Customer) including, without limitation, custom scripting or coding and any unauthorized, unlawful email practices.

Issues due to any negligence, willful misconduct, or use of the Services in breach of this SLA, Terms & Conditions, and other related documents.

4. Duration

This SLA shall commence on the Service Start (Commencement) Date and ends on the earlier of the Service End (Expiration) Date or at the time of termination in accordance with Section 7.

5. Roles and Responsibilities

The Services under this SLA are provided to Customer pursuant to Tiered Administrator Access Permissions, which Customer will select and assign to its users based on the access and security needs of the Customer's organization. Users shall only be allowed to access and utilize the Services based on the designated Administrator Access Permission. Customer is responsible to communicate all usernames and passwords to its users. Customer shall control all Customer Tiered Administrator Access Permissions and any changes to those Permissions.

Use of accounts shall be limited to those individuals granted access by the Customer, who is solely responsible for the assignment of accounts and the enforcement of user access security. Gaggle shall use commercially reasonable efforts to advise Customer in identifying any known security breach, but Gaggle shall not be liable to Customer or any user for any inability, failure, or mistake in connection with such assistance. Customer is responsible, at its own cost and expense, to maintain all Customer (Client) Software and Hardware Configurations recommended by Gaggle, which may be updated from time to time. Customer shall report to Gaggle any changes to its Customer (Client) Software and Hardware Configurations.

Customer shall be responsible for monitoring and reporting any problems with its Customer (Client) Software and Hardware Configurations to Gaggle through written or digital format. All Gaggle Services shall only be used in a manner consistent with the appropriate uses associated with the operations and functions of Customer's organization and shall not be contrary to public policy, the law, and commercially acceptable online etiquette. Failure to comply with these limitations may result in Gaggle suspending or terminating the Services of the violating user or all Customer accounts without notice. Gaggle maintains a ticket system to manage all Customer issues. Gaggle provides customer service between the hours of 6:00 AM and 7:00 PM CT Monday through Friday.

Customers can reach our Customer Service team by email (support@gaggle.net), telephone (800-288-7750), or by accessing a live chat feature within the Gaggle interface and on the Gaggle's website, www.gaggle.net. After-hours support is provided through a monitored email account at support@gaggle.net. Gaggle provides additional technical support twenty-four (24) hours per day, seven (7) days per week. Response time commitments are made based on the severity of the issue, ranging from six (6) hours for critical issues to twenty-four (24) hours for informational requests.

6. SLA Claim

If Customer believes Gaggle is in violation of this SLA, Customer should send an email to Gaggle at support@gaggle.net indicating the day(s) and time(s) in which the unavailability of Services occurred. Gaggle will review each claim and respond to the sender of the email within one (1) full business day.

7. Termination

Either party may terminate the Services under this SLA at any time by providing thirty-day (30) written notice of the intent to terminate. Gaggle may also terminate or suspend any and all Services immediately, without prior notice or liability, if Customer breaches any conditions set forth in this SLA or in the Terms & Conditions the Customer accepted by clicking the Accept button prior to accessing Gaggle Services. Gaggle can, at any time, modify or discontinue any of its Services without liability to any user or third party.

8. Notifications

Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact; and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

9. Assignment

Neither party may assign or transfer any part of this SLA without the written consent of the other party, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

Gaggle Privacy Policy

Last Updated: September 9, 2022

Welcome to the company website of Gaggle.Net, Inc. (Gaggle).

This policy describes the types of information we may collect from you or that you may provide when you visit http://www.gaggle.net (the “Company Site”) and our practices for collecting, using, maintaining, protecting, and disclosing that information. Please note: The information herein represents only the Company Site at https://www.gaggle.net and not Gaggle.Net, Inc. (“Gaggle”) Solutions (“Services”).

The Company Site is intended for a general audience. Although we may permit educators and parents to access Gaggle solutions through links provided on the Company Site, access to and use of Gaggle solutions is governed by separate agreements with customers and authorized users, including our Student Data Privacy Notice, Terms & Conditions, and Service Level Agreement. In addition, this policy does not apply to information collected by us offline or through any other means or by any third party, including through application or content (including advertising) that may link to or be accessible from or on the Company Site.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use the Company Site. By accessing or using the Company Site, you agree to this privacy policy. This policy may change from time to time (see "Changes to this Privacy Policy"). Your continued use of the Company Site after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

Children Under the Age of 13 and Student Education Records

The Company Site is not intended for children under 13 years of age or for use in connection with student education records. We do not knowingly collect personal information from children under 13, or information that may comprise student education records, through the Company Site. If you are under 13, do not use or provide any information on the Company Site or on or through any of its features. In addition, regardless of age, you should never provide student education records on or through the Company Site. If we learn we have collected or received personal information from a child under 13 without verification of parental consent or any education records of a minor student through the Company Site, we will delete that information.

To learn more about our practices with respect to student information entered into Gaggle solutions, please refer to our Student Data Privacy Notice.

Information We Collect About You and How We Collect It

We collect several types of information from, and about, users of the Company Site, including information:

- By which you may be personally identified, such as name, employer, job title, postal address, email address, and telephone number (“personal information”)
- About your internet connection, the equipment you use to access the Company Site, and other usage details

We collect information:

- Directly from you when you voluntarily provide it to us by completing web forms on the Company Site, such as requests for marketing or other information
- Automatically as you navigate through the Company Site, such as usage details, IP addresses, operating systems, browser types, and information collected through automatic data collection technologies, including cookies, web beacons, and other tracking technologies
- That details your visits to the Company Site, including traffic data, location data, logs, and other communication data, and the resources that you access and use on the Company Site
- Including records and copies of your correspondence (including email addresses), if you choose to contact us
- To help us estimate our audience size and usage patterns
- To recognize you when you return to the Company Site

The technologies we use for this automatic data collection may include:

Cookies (or browser cookies): A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting, you may be unable to access certain parts of the Company Site. Unless you have adjusted your browser setting so that it will refuse cookies, the Company Site will issue cookies when you direct your browser to the Company Site.

Web Beacons: Pages of our Company Site and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit us, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

Third-Party Use of Tracking Technologies

The Company Site works with third parties when you use the Company Site and to perform services on our behalf. We do not control these third parties' tracking technologies or how they may be used. If you have any questions, you should contact the responsible provider directly.

- **Act-On** allows us to track the activity of anonymous and known prospects coming to the Company Site.
- **AddThis** is a social bookmarking service integrated into the Company Site through the use of a web widget to allow visitors to easily share content.
- **Disqus** is a networked community platform that allows the Company Site to gain a feature-rich comment system complete with social network integration, advanced administration and moderation options, and other extensive community functions.
- **Google Analytics** is a web analysis service provided by Google Inc. ("Google"). Google utilizes the data collected to track and examine the use of the Company Site, prepare reports on its activities, and share them with other Google services.
- **Service Cloud** is a customer service platform that allows the Company Site to create customer relationships that are meaningful, personal, and productive through the use of live chat.

How We Use Your Information

We use information that we collect about you, or that you provide to us while visiting the Company Site, including any personal information:

- To present the Company Site and its contents to you
- To provide you with information about solutions or services that you request from us or that may be relevant to you
- To fulfill any other purpose for which you provide it
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection
- To notify you about changes to the Company Site or any of our solutions or services
- In any other way that we may describe when you provide the information
- For any other purpose with your consent

Disclosure of Your Information

We may disclose aggregated information about our visitors to the Company Site, and information that does not identify any individual, without restriction. Unless otherwise stated herein, we will not disclose to any third party personal information that we collect or that you provide unless you provide consent to do so. We may disclose your personal information:

- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of the Company's assets
- To comply with any court order, law, or legal process, including responding to any government or regulatory request
- To enforce or apply our Terms & Conditions or Service Level Agreement
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of our company, our customers, or others

Choice/Opt Out

The Company Site gives users the following options for removing their information from our database to not receive future communications or to no longer receive our service:

- You can send an email to support@gaggle.net
- You can send mail to the following postal address: P.O. Box 735566, Dallas, TX 75373-5566
- You can call the following telephone number: 800-288-7750

Correcting and Updating Information

The Company Site gives users the following options for changing and modifying information previously provided:

- You can send an email to support@gaggle.net
- You can send mail to the following postal address: P.O. Box 735566, Dallas, TX 75373-5566
- You can call the following telephone number: 800-288-7750

Telephone Calls

Telephone calls to and from Gaggle may be recorded for training or monitoring purposes only.

Trademarks

All trademarks, service marks, trade names, logos, and graphics ("Marks") indicated on this site are registered trademarks of Gaggle, its affiliates, and/or licensors in the United States and other countries. You may not make any use of Gaggle Marks without the prior written consent of Gaggle.Net, Inc.

The company, solutions, and service names used on this website are for identification purposes only. All trademarks and registered trademarks are the properties of their respective owners.

Changes to This Policy

It is our policy to post any changes we make to our privacy policy on this page. If we make material changes to how we treat our users' personal information, we will notify you via a notice on the Company Site home page. The date the privacy policy was last revised is identified at the top of the page. You are responsible for periodically visiting the Company Site and this privacy policy to check for any changes.

Contact Information

You can, and should, ask questions about this policy and our privacy practices, or feel free to report complaints. You should always feel free to contact us at:

Gaggle.net, Inc.
5050 Quorum Drive
Suite 700
Dallas, TX 75254
Phone: (800) 288-7750
Email: support@gaggle.net



www.gaggle.net | P 800-288-7750 | F 309-665-0171
5050 Quorum Drive, Suite 700, Dallas, TX 75254

Gaggle Student & Staff Data Privacy Notice

Last Updated: January 13, 2022

Gaggle.Net, Inc. (Gaggle) has been working with K-12 schools and school districts since 1998 and has always maintained clear terms regarding how we treat student and staff data. We reinforce our commitment through participation in a pledge created by the Future of Privacy Forum (FPF) and the Software & Information Industry Association (SIIA) to advance data privacy protection regarding the collection, maintenance, and use of personal information.

We will:

- Not sell student or staff information
- Not behaviorally target advertising nor show advertising to any user
- Use data for authorized education purposes only
- Enforce strict limits on data retention
- Support parental access to, and correction of errors in, their children's information
- Provide comprehensive security standards
- Be transparent about the collection and use of data

Definition of Data

Data includes all personally identifiable information (PII) and other non-public information. Data includes, but is not limited to, student data, staff data, metadata, and user content.

Scope of Policy

This Policy describes the types of information we may collect, or that you may provide, when registering with, accessing, or using Gaggle solutions. This Policy does not apply to information we collect offline or on Gaggle websites (such as our company website www.gaggle.net or to information that you may provide to, or is collected by, third parties.

Purpose of Data Collection and Ownership

We consider all school and district data to be confidential and do not use such data for any purpose other than to provide services on your behalf and as outlined in your service level agreement or contract. Student data is the property of the school or district and remains in the school or district's control throughout the duration of any agreement/contract.

Role of School and School Officials

Although this Policy will focus mainly on what we do, and what we confirm we will not do, with student and staff data, we believe that schools and school officials are critical partners in our collective efforts to protect and ensure only appropriate use of student-related information entrusted to them and us. In that regard, schools and school officials using Gaggle solutions should be mindful that in granting or allowing access to Gaggle solutions, they are controlling who has access to student and staff information. When we reference "granting or allowing access," we are referring to both intentional actions, such as an administrator

authorizing a Gaggle account for a teacher or a student, as well as unintentional actions and consequences that may flow from, for example, a school's failure to maintain sufficient data governance or security practices.

In cases where the Family Educational Rights and Privacy Act (FERPA) applies, access to certain student information remains the legal responsibility of the applicable school. In all situations, it is incumbent upon our customers to make an affirmative determination before furnishing access to anyone that the party has a legitimate need for access to Gaggle solutions and the sensitive information that may be accessible to that party through Gaggle solutions.

Information About Students

FERPA and Education Records

Although FERPA was enacted decades ago, and certainly well before internet-based services became ubiquitous in academic settings, one of its core tenets was and remains the protection of the privacy of PII in students' education records. As defined in FERPA, "education records" are "those records, files, documents, and other materials which (i) contain information directly related to a student; and (ii) are maintained by an educational agency or institution or by a person acting for such agency or institution." PII from education records includes information such as a student's name or identification number, which can be used to distinguish or trace an individual's identity, either directly or indirectly through linkages with other information.

FERPA requires that educational institutions and agencies that receive certain federal funds (for example, public schools) get prior consent from a parent or legal guardian before disclosing any education records regarding that student to a third party. Consequently, before you enter, upload, or access any data concerning a minor student, you must confirm that your agency or institution has (1) obtained appropriate consent from the parent or guardian of that student or (2) determined that one of the limited exceptions to the consent requirement applies.

Gaggle only uses PII from students' education records to enable the use of Gaggle solutions. Unless a school official expressly instructs otherwise, we will not share or reuse PII from education records for any other purpose. While we think those statements are clear, to avoid any doubt, we will not use student PII to target students or their families for advertising or marketing efforts or sell rosters of student PII to third parties.

COPPA and Children Under the Age of 13

The Children's Online Privacy Protection Act (COPPA) is a federal law designed to protect the privacy of children under 13 years old.

Gaggle's services are in compliance with the Children's Online Privacy Protection Act of 1998.

1. Individual children are not allowed to sign up for any Gaggle solutions. The only way a child may obtain access to a Gaggle solution is through their school.
2. Each school is responsible for creating student accounts for any Gaggle solution. For example, schools may choose to list students' full names, grade level, and ID number in the record for each user. Entering data in these fields is optional and is intended for administrative purposes only.

3. The schoolwide data collected by Gaggle is the school's address, grade levels, and other aggregate information about the school's internet connection, computers, and the likelihood of students having devices such as smartphones or tablets.

Disclosure and Retention of PII

Gaggle will not distribute to third parties any staff data or student data without the consent of either a parent/guardian or a qualified educational institution except in cases of Possible Student Situations (PSS), which may be reported to law enforcement.

To protect your school or district against the risks involved in handling sexually explicit content involving minors, Gaggle registers incidents containing explicit videos and images of possible minors with the CyberTipline at the National Center for Missing and Exploited Children (NCMEC). It is NCMEC's mission to prevent the spread of these materials, as well as to prevent the sexual exploitation of children.

We may also disclose student or staff data to comply with a court order, law, or legal process (including a government or regulatory request), but before doing so, we will provide the applicable school with notice of the requirement so that, if the school so chooses, it could seek a protective order or another remedy. If after providing that notice we remain obligated to disclose the demanded student or staff data, we will disclose no more than that portion of data which, on the advice of our legal counsel, the order, law, or process specifically requires us to disclose.

If a third party purchases all or most of our ownership interests or assets, or we merge with another organization, it is possible that we would need to disclose data to the other organization following the transaction; for example, were we to integrate Gaggle with the other organization's product offerings. To the extent any such transaction would alter our practices relative to this Policy, we will give schools or school districts notice of those changes and any choices they may have regarding student or staff data. Notwithstanding the foregoing, in the event of a merger, acquisition, or substantial transfer of assets, we will hold the new entity to its own privacy policy, or give users (or the school or the school district) the option to opt out of their data being included in the transaction.

Finally, although we outlined earlier in this Policy what constitutes student or staff data, we also want to be clear about what information is not student or staff data or PII. Once PII, whether relating to a school or district employee or student, has been de-identified, that information is no longer PII. PII may be de-identified through aggregation or various other means. The U.S. Department of Education has issued guidance on de-identifying PII in education records (https://studentprivacy.ed.gov/content/personally-identifiable-information-education-records). In order to allow us to proactively address customer needs, we anticipate using de-identified information to improve Gaggle solutions and services. That said, we would use reasonable de-identification approaches to ensure that, in doing so, we are not compromising the privacy or security of the PII you entrust to us. We will not attempt to re-identify de-identified data and will not transfer de-identified data to any party unless that party agrees not to attempt re-identification.

Data Security and Protection of Data, Including PII

We have implemented measures designed to secure PII from accidental loss and unauthorized access, use, alteration, and disclosure. Among other things, PII is encrypted in transit to and from Gaggle using SSL

technology. In addition, all PII is stored in multiple databases with extensive redundancy and failover maintained at data centers located in two geographically dispersed states, consistent with guidance from the U.S. Department of Education that storing sensitive education records within the United States is a "best practice." That said, unfortunately, the transmission of information via the internet is not completely secure and, although we do our best to protect PII, neither we nor any other hosted service provider can guarantee the security of all personally identifiable information.

Data integrity and accuracy are achieved through strict restrictions on how data may be accessed and by whom. Audit logs are kept to be able to track data modification. Additional security measures are in place to prevent and identify data tampering. In the extremely rare case of a data breach, we will immediately notify all customers affected using the primary email address specified in their accounts. It is the responsibility of our customers to contact parents or legal guardians regarding a data breach.

Gaggle has completed a SOC 2 Type 2 audit of the Trust Service Principles: Security, Availability, and Privacy. Our assessors' review of our technology and practices resulted in a final SOC 2 report free of any disclosures, which evidences Gaggle's unwavering commitment to information security and keeping our customers' data safe.

According to the American Institute of CPAs:

"A Software-as-a-Service (SaaS) or Cloud Service Organization that offers virtualized computing environments or services for user entities and wishes to assure its customers that the service organization maintains the confidentiality of its customers' information in a secure manner and that the information will be available when it is needed. A SOC 2 report addressing security, availability, and confidentiality provides user entities with a description of the service organization's system and the controls that help achieve those objectives."

Expiration of Agreement and Disposal of Data, Including PII

Upon the expiration or termination of any agreement/contract between a school or school district and Gaggle, we keep customer data for up to 30 days except in cases where state laws require a specific shorter or longer duration.

Any retained data will, of course, remain subject to the restrictions on disclosure and use outlined in this policy for as long as it resides with us.

Correction of Data

We only accept requests to change data from main contacts and administrators. Parents or legal guardians who request changes to student data should go through a school- or district-authorized main contact or administrator.

Focused Collection

- Geolocation data is not collected.
- Gaggle does not collect biometric data.
- No sensitive data is intentionally collected.

Data Collection

- All data is used only for the purpose for which it was collected for product requirements to ensure student safety.
- Gaggle does not combine personally identifiable information except for data produced by the school or district.
- No specific types of personal information are collected.
- No user personal information is acquired from third parties.
- The product does not provide any links to external websites.
- Third parties are not allowed to access user information.

Data Sharing

- No data is shared with unrelated third parties unless requested by a customer or as required by law.
- While aggregate data is maintained, none is shared with unrelated third parties.
- Data is never shared with unrelated third parties for research, although de-identified data is used to improve the product.
- Gaggle does not work with unrelated third-party service providers, nor does Gaggle share data with any such providers.
- Gaggle does not support social or federated logins.
- There is no unrelated third-party access to data and thus no contractual limits are set.

Data Security

- User identity is not linked to other sources, except student information systems as provided by the school or district.
- Third-party contractual protections are not required as there are no third-party agreements.

Data Rights

- Schools and districts operating in loco parentis control all student information and privacy settings.
- Users do not create or upload data on Gaggle but may do so via the platforms being monitored.
- Schools and districts may download data from the system.

Data Sold

- No user data is ever sold to third parties. As such, an opt out is unnecessary.
- User information is never transferred to a third party.
- Data is not shared with third parties for research or product improvement.

Data Safety

- Users cannot communicate with untrusted users via Gaggle. No communication via Gaggle is enabled for Gaggle Safety Management.
- Users do not create profiles on Gaggle, nor do they engage in social interactions in the safety management system.
- No personal information is displayed publicly.
- All user-created data is content filtered and none is displayed publicly.
- All interactions between users, social or otherwise, and administrator activities are logged.

- Users can report abuse or cyberbullying either directly in content, via the SpeakUp for Safety tipline, or by contacting Customer Support.

Ads & Tracking

- No marketing messages are ever sent to end users.
- Gaggle does not engage in sweepstakes, contests, or surveys with end users.
- Gaggle does not engage in contextual or behavioral marketing.

Parental Consent

- Gaggle is only provided to schools and districts operating in loco parentis. Students are subject to the school's acceptable use policy.
- COPPA parental consent is provided via the school or district operating in loco parentis.
- Parental consent with respect to third parties does not apply as there are no third-party relationships and consent is provided by the school or district.
- Parental consent can be withdrawn via arrangements with the school or district.
- Parental consent notice and submission methods are provided via the school or district.

School Purpose

- Gaggle is designed and built for K-12 students, schools, and districts but is not marketed to students.
- Gaggle does not publish or disclose directory information.

Changes to This Policy

We may update this Policy from time to time. If we make material changes, we will post the updated policy on this page (with a notice that the policy has been updated) and notify all customers by email using the primary email address specified in their accounts.

Contact Information

You can, and should, ask questions about this Policy and our privacy practices. You should always feel free to contact us at:

Gaggle.net, Inc.
5050 Quorum Drive
Suite 700
Dallas, TX 75254
Phone: (800) 288-7750
Email: support@gaggle.net



gaggle After Hours

Are you concerned about how your team will handle critical student crises after hours?

Gaggle is bridging the gap with our new Gaggle After Hours service, helping your district keep students safe around the clock. In the most serious, life-threatening situations, our Gaggle Safety Team members will immediately alert designated local authorities, who can then determine the appropriate course of action to help ensure student well-being.

How It Works



More than one-third of student safety incidents flagged by Gaggle occur between 5:00 PM and 8:00 AM or over the weekend



PSS incidents occurring after hours, overnight, and on weekends will be handled by the Gaggle Safety Team



Instead of calling your district's designated emergency contacts, Gaggle will reach out to local authorities or social workers to perform a wellness check

It's a stressful time to be an educator. Let Gaggle help lighten your load.

If you're concerned about the added burden of responding to incidents around the clock, Gaggle has your back. Give us a call today to discuss options for additional support after hours.

Gaggle.Net, Inc.
PO Box 735566
Dallas, TX 75373-5566
800-288-7750
www.gaggle.net

Gaggle Quote

Norman Public Schools - Norman OK intends to implement and use the Gaggle services as outlined below:

Service Details

DESCRIPTION	LINK	NOTES	QUANTITY	UNIT PRICE	DISCOUNT	NET UNIT PRICE	NET TOTAL
Gaggle Safety Management - Google - Student	Learn More	Email and Drive	10,000	$6.00	$1.50	$4.50	$45,000.00
Gaggle Safety Management - Canvas LMS - Student	Learn More		8,000	$2.00	$0.25	$1.75	$14,000.00
Gaggle Safety Management - Google Hangouts - Student	Learn More		10,000	$3.00	$1.00	$2.00	$20,000.00
Professional Development - Renewal Webinar	Learn More		1	$1,499.00	$0.00	$1,499.00	$1,499.00
						TOTAL:	$80,499.00

PRICING TERM: 12 Month Annual
SERVICE TERM: 7/1/2023 - 6/30/2024
VALID THROUGH: 1/23/2024
ADDITIONAL INFO:

*Does not include any applicable sales tax.

While this letter shall not constitute a legal binding license, it is an expression of the intent of both parties to work towards formalizing a legally binding agreement.

Upon the commencement of service; Gaggle's applicable Quote, Invoice, http://www.gaggle.net/terms-conditions, http://www.gaggle.net/service-level-agreement, http://www.gaggle.net/privacy, http://www.gaggle.net/student-data-privacy-notice along with future engagements and renewals of service; are hereby acknowledged and incorporated by reference.

Quote Number: Q-115676

INFINITE CAMPUS END USER LICENSE AGREEMENT

This Infinite Campus End User License Agreement ("Agreement") is made between Infinite Campus, Inc., a Minnesota corporation located at 4321 109th Ave NE, Blaine, MN 55449-6794 ("Infinite Campus") and:

("Licensee")
Name: Norman Public Schools
Address: 131 S. Flood Avenue , Norman , OK 73069

RECITALS

A. Infinite Campus has developed certain proprietary student information software and documentation, which is updated and revised by Infinite Campus from time to time, and Infinite Campus has licensed from third parties, or developed other products and services, as offered by Infinite Campus, and amended from time to time (collectively, the "Infinite Campus Products");

B. Infinite Campus, or an Infinite Campus Authorized Channel Partner, may provide certain services for Infinite Campus Products, including software implementation services, software maintenance services, training services, data conversion services, project management services, product support services, technical support services and application hosting services (collectively, the "Services"); and

C. Infinite Campus and Licensee desire to enter into this Agreement for the purpose of facilitating the licensing and implementation of certain Infinite Campus Products and delivery of certain Services identified on one or more Order and Pricing Schedules, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, the parties agree as follows:

1. Rights and Obligations

1.1 License Grant. Subject to the terms and conditions hereof, Infinite Campus grants Licensee a personal, limited, non-exclusive, non-transferable, non-sublicensable, non-perpetual, license to use: (i) the specific Infinite Campus Products identified on the applicable Order and Pricing Schedules; and (ii) the related documentation (which may include, but is not limited to, users' manuals, reference guides, programmers' guides and/or system guides, as applicable and as available). Licensee must install and use Infinite Campus Products and the documentation solely for its own internal use and for the purposes for which such Infinite Campus Products and documentation were designed.

1.2 Products and Services. Subject to the terms and conditions hereof, Infinite Campus, or an Infinite Campus Authorized Channel Partner, will provide the Services as listed on the applicable Order and Pricing Schedules.

2. Ownership and Protection

2.1 Infinite Campus Ownership. Infinite Campus Products; all source code, object code, class libraries, user interface screens, algorithms, development frameworks, repository, system designs, system logic flow, and processing techniques and procedures related thereto; the documentation, any system user documentation, training materials, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are the sole and exclusive confidential property of Infinite Campus or Infinite Campus licensor. Any reports or other data, which do not include student data, generated by Infinite Campus Products regarding traffic flow, feature use, system loads, product installation, and/or similar information, are the exclusive property of Infinite Campus and may be used by Infinite Campus in any manner that Infinite Campus deems to be appropriate.

2.2 Licensee Ownership. Licensee retains ownership of student education records stored within Infinite Campus Products. These records are property of, and under the control of the Licensee. Licensee must obtain all necessary licenses and approvals before uploading any content and is solely responsible and liable for all Licensee content stored within the Infinite Campus Products.

2.3 Protection of Infinite Campus Products and Documentation. Licensee must not, and will not knowingly allow any third party to:

a) adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer Infinite Campus Products or the documentation, or any portion thereof, except to the extent such acts are required to be permitted by applicable law;
b) identify or discover any source code of Infinite Campus Products;

c) distribute, sell, or sublicense copies of Infinite Campus Products or the documentation or any portion thereof;
d) take any action that imposes or may impose (at Infinite Campus' sole discretion) an unreasonable or disproportionately large load on the Infinite Campus infrastructure;
e) disclose or publish the results of any benchmark tests run on the Services;
f) create copies of Infinite Campus Products or the documentation except to make a copy of any program which is required as an essential step in its utilization or to make an archival or back-up copy of Infinite Campus Products; or
g) incorporate any portion of Infinite Campus Products into or with any other Infinite Campus Products or other products, or create any derivative works of Infinite Campus Products or the documentation.

2.4 Confidentiality. Infinite Campus Products contain proprietary information, trade secrets, know-how, and confidential information that are the exclusive property of Infinite Campus or Infinite Campus licensor(s). During the Agreement Term and at all times after its termination, Licensee and its employees and agents must maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party, nor use such information other than to inform permitted users of the conditions and restrictions on the use of Infinite Campus Products or the documentation, and to the extent permitted by law, Licensee will not disclose the terms and conditions of this Agreement without the prior written consent of Infinite Campus.

3. Fees and Payment Terms

3.1 Payment Terms. Licensee must pay Infinite Campus, or Infinite Campus' Authorized Channel Partner, the fees as provided in the Applicable Order and Pricing Schedules, excluding any identified third-party fees. Licensee must pay any third-party fees directly to the specified third party.

a) The fees for the Infinite Campus Products will be valid from the Service Start Date until the conclusion of the term, as specified on the Applicable Order and Pricing Schedules (the "Initial Term").
b) Licensing, hosting, and support fees will be invoiced on the Service Start Date for the Initial Term.
c) SIS implementation Services, if any, will be invoiced immediately after the Effective Date.
d) Travel expenses and premium product implementation Services, if any, will be invoiced monthly as expenses or Services are incurred.
e) All invoices are Net 30. Any amount owing by the Licensee to Infinite Campus hereunder which is not paid by the Licensee on its due date shall bear an additional one and a half percent (1.5%) interest per month, or the maximum amount allowed by law, whichever is lower.

3.2 Annual Recurring Fees. Following the Initial Term, for each twelve (12) month period thereafter (each a "Subsequent Term"), Licensee must pay annual fees according to the then-current license fees for the licensed Infinite Campus Products listed with an annual recurring price on the Applicable Order and Pricing Schedules (the "Annual Recurring Fees"). Infinite Campus will review the number of students enrolled, as certified by the state in which the Licensee resides, and if the total number of enrolled students has increased or decreased, Infinite Campus may increase or decrease the Annual Recurring Fees according to the then-current license fees for the applicable Infinite Campus Products and Services.

3.3 Travel Expenses. To the extent Infinite Campus will be incurring any expenses on Licensee's behalf in performance of this Agreement, Licensee will pay Infinite Campus for all travel and other incidental expenses, including, but not limited to, meals, telephone charges, and shipping costs incurred in connection with Infinite Campus' performance of its duties under this Agreement. Such expenses will be incurred in accordance with the Business Expense Policy located at https://www.infinitecampus.com/policies.

3.4 Taxes. All amounts set forth on the Applicable Order and Pricing Schedules are exclusive of applicable sales and similar taxes, and it is Licensee's responsibility to pay all such taxes, if applicable.

4. Indemnification; Warranties; Obligations

4.1 Indemnifications.

a) If Licensee notifies Infinite Campus in writing and gives Infinite Campus sole control over the defense and all related settlement negotiations, Infinite Campus will defend, hold harmless and indemnify Licensee against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against Licensee, to the extent based on an allegation that: (i) Products for which Licensee has licensed from Infinite Campus infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party, or (ii) a defective Product directly caused death or personal

injury; provided that Licensee did not alter, modify, combine with another product or other software, or otherwise change the Product or software that gave rise to such claim.

b) To the extent permitted by law, Licensee will defend, hold harmless and indemnify Infinite Campus against any claim or threat of claim brought by a third party against Infinite Campus arising out of the acts or omissions of Licensee or its employees, excluding acts or omissions expressly required or prescribed by this Agreement.

c) If either party seeks indemnification provided for in Section 4.1, each party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. Licensee and Infinite Campus will not make public any terms, or the mere existence, of any settlements.

d) THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATION OF INFINITE CAMPUS WITH RESPECT TO ANY INFRINGEMENT, OR CLAIMS OF INFRINGEMENT, REGARDING INFINITE CAMPUS' PRODUCTS OR ANY PORTION THEREOF, AND WITH REGARD TO ANY PATENT, COPYRIGHT, TRADE SECRET, OR OTHER PROPRIETARY RIGHT.

4.2 Warranties.

a) Infinite Campus warrants that, during the ninety (90) day period (the "Warranty Period") commencing on the Service Start Date, the Infinite Campus Products will operate in substantial conformity with the documentation when used in strict compliance therewith. This warranty is contingent upon Licensee's installation of all corrections, enhancements, updates, and new releases provided by Infinite Campus to Licensee and the absence of damage or abuse to Infinite Campus Products.

b) Notwithstanding the foregoing, Licensee is solely responsible for having the appropriate compatible network(s) and operating system environment(s), and as Licensee's sole and exclusive remedy for any breach of this warranty, Infinite Campus shall, at its sole option, within a reasonable period of time, provide all reasonable programming Services to correct programming errors in Infinite Campus Products, replace Infinite Campus Products or terminate this Agreement and refund to the Licensee the license fees paid to Infinite Campus under this Agreement for the defective Infinite Campus Products, as set forth in Section 6.2(c) of this agreement, refunding the unamortized portion (assuming straight line amortization) of the annual license fees paid. Any professional services provided under this Agreement are provided "as is" without representation or warranty of any kind or nature.

c) Infinite Campus represents and warrants that, (a) the work to be performed and Services to be provided by it hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel; (b) the work will be configured using commercially reasonable technical specifications; (c) the work will operate in conformance with the terms of this Agreement; (d) the work to be performed by it will not violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising); (e) the work performed will not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) the work performed will not be obscene, child pornographic, or indecent; and (g) the work performed will be free of any software disabling devices, internal controls, or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

d) EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4.2, INFINITE CAMPUS MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF QUALITY OR PERFORMANCE, OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO INFINITE CAMPUS PRODUCTS, MAINTENANCE, SUPPORT, OR OTHER SERVICES.

4.3 Obligations.

a) Licensee must cause all employees or subcontractors of Licensee authorized to access the Services ("Users") to register to have access to the Services ("Registered Users"). Each Registered User is entirely responsible for the security and confidentiality of such User's password and account. Licensee and each Registered User are entirely responsible for all activities that occur under that Registered User's account. Licensee must immediately notify Infinite Campus of any unauthorized use of a Registered User's account or any other breach of security of which Licensee becomes aware.

b) If Licensee, or a third-party on Licensee's behalf, desires to conduct a risk analysis to identify potential threats and/or vulnerabilities related to any Infinite Campus Product, Licensee must: (a) notify Infinite Campus in advance; (b) cooperate with all reasonable requests required by Infinite Campus for such evaluation; and (c) supply Infinite Campus with a copy of any results or findings in a timely manner. All results or findings are owned by Infinite Campus and considered Infinite Campus confidential information and protected in accordance with Section 2.3.

5. Limitations of Liability

IN NO EVENT WILL INFINITE CAMPUS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, SUCH AS LOST PROFITS. INFINITE CAMPUS' TOTAL LIABILITY WILL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID BY LICENSEE TO INFINITE CAMPUS FOR THE APPLICABLE INFINITE CAMPUS PRODUCTS, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE DEPRECIATION COMMENCING ON THE DATE OF DELIVERY OF SUCH INFINITE CAMPUS PRODUCTS.

6. Agreement Term and Termination

6.1 Agreement Term. The term of this Agreement (the "Agreement Term") will begin on the date this Agreement is executed by the Licensee ("Effective Date") and it will remain in effect until terminated pursuant to Section 6.2.

6.2 Agreement Termination. This Agreement may be terminated as follows:

a) either party may terminate this Agreement, with or without cause, with no less than thirty (30) days written notice.
b) either party may terminate this Agreement if one party's actions expose the other party to any violation of law and fails to cure such actions within fifteen (15) days of notice thereof;
c) either party may terminate this Agreement and any other active agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with thirty (30) days to cure;
d) notwithstanding the foregoing, if the Licensee violates the provisions of Article 2 of this Agreement Infinite Campus may terminate this Agreement immediately without notice.

In the event of termination of this Agreement by Infinite Campus pursuant to Section 6.2(a) prior to an anniversary date, Infinite Campus shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid. In the event of termination of this Agreement by Infinite Campus pursuant to Sections 6.2(b), 6.2(c) or 6.2(d) prior to an anniversary date, Infinite Campus is entitled to prepaid license fees for the balance of the year of termination.

In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(a) prior to an anniversary date Infinite Campus is entitled to prepaid license fees for the balance of the year of termination. In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(b) or 6.2(c) Infinite Campus shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid.

If the Licensee desires to rescind its notice of termination within ninety (90) days after the effective date of such notice, and if the Licensee's records have not been destroyed pursuant to this Agreement, Infinite Campus may, in its sole discretion, allow the termination notice to be rescinded provided Licensee pays Infinite Campus a $500 reactivation fee and the fees for the unlicensed period as if such termination notice was never provided.

6.3 Responsibilities in the Event of Termination.

a) Upon any termination of this Agreement and/or the license to use any Infinite Campus Products, Licensee must cease to use Infinite Campus Products and Services and must return to Infinite Campus all Infinite Campus Products and all copies thereof and all proprietary and confidential property of Infinite Campus. Licensee must expunge all copies of Infinite Campus Products from its computer(s) and server(s). Failure to comply with this Section will constitute continued use of Infinite Campus Products. Licensee must provide a certificate from an officer of Licensee stating compliance with this Section. Infinite Campus will also have such other legal and equitable rights and remedies to which it may be entitled with respect to Licensee's failure to comply with the provisions of this Agreement.

b) With ninety (90) business days following the termination of this Agreement, or sooner at the request of the Licensee, Infinite Campus warrants that the original and all copies of Licensee information, educational records and pupil records as such terms are defined by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99, "FERPA"), and any other State or Federal law relating to the protection of confidential student information, will be returned to the Licensee or destroyed in such a manner that such information cannot be read, executed, viewed or in any way accessed when destroyed. Nothing herein,

however, prohibits Infinite Campus from continuing to possess and use any reports or other data generated by Infinite Campus Products or Services regarding traffic flow, feature use, system loads, product installation, and/or similar information.

6.4 No Liability for Termination. Except as provided for in this Agreement, neither party will be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the business relationship.

6.5 Survivorship. Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

7. Additional Terms

7.1 If not already covered by a separate agreement from an Infinite Campus Authorized Channel Partner for any items below, then the following terms and conditions also apply, as applicable:

Cloud Hosting (Standard Cloud or Cloud Choice)	https://www.infinitecampus.com/policies/_index/cloud-hosting-services-terms
On-Site Hosting	https://www.infinitecampus.com/policies/_index/on-site-hosting-services-terms
Software Support Services	https://www.infinitecampus.com/policies/_index/software-support-services-terms
Online Registration (which includes Campus Digital Repository Services)	https://www.infinitecampus.com/policies/digital-repository-services-terms-of-service
Campus Messenger	https://www.infinitecampus.com/policies/campus-messenger-terms-conditions
Training or Consulting	https://www.infinitecampus.com/policies/_index/training-and-consulting-terms-and-conditions

8. General Terms and Conditions

8.1 Affirmative Action. Infinite Campus is committed to the policy that all persons shall have equal access to its products, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with entities who follow these practices. Licensee must apply every good faith effort to ensure implementation of this policy in their practices of employment, promotion, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. By accepting this Agreement, Licensee certifies that it complies with all applicable federal and state laws related to non-discrimination, equal employment opportunity, and affirmative action.

8.2 Assignment. This Agreement is personal to Licensee. Licensee must not, voluntarily or involuntarily, sublicense, sell, assign, give, or otherwise transfer this Agreement. Any such transfer or attempted transfer is null and void. Infinite Campus has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.

8.3 Governing Law. This Agreement will be governed and interpreted under the laws of the state of Minnesota, U.S.A, without regard to its conflict of law's provisions. Any litigation between the parties will take place in the state or federal courts in Minnesota, and both parties waive any objection to the jurisdiction of and venue in such courts. Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.

8.4 Amendments; Waiver. This Agreement may not be amended or modified except in writing by duly authorized

representatives of the parties that refer specifically to this Agreement. The failure of either party to enforce the provisions hereof is not a waiver of such provisions or of the right to enforce such provisions later.

8.5 Severability. If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.

8.6 Headings, Exhibits, and Construction. Article and section headings are for reference only and will not be considered as parts of this Agreement. The attached exhibits, and the Applicable Order and Pricing Schedules, and hyperlinked terms and conditions are an integral part of this Agreement and are incorporated by reference. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.

8.7 Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, epidemics, pandemics, earthquakes, floods, embargos, riots, sabotage, labor shortages or disputes, governmental acts or failure of the Internet (not resulting from the actions or inactions of Infinite Campus), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

8.8 Entire Agreement. This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties regarding the subject matter herein. Except as stated in Section 8.4 above, any document, instrument, or agreement issued or executed contemporaneous or after this Agreement does not alter the terms and conditions of this Agreement. This Agreement contains all Infinite Campus' and Licensee's agreements, warranties, understandings, conditions, covenants, and representations regarding the subject matter herein. Neither Infinite Campus nor Licensee will be liable for any warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Agreement. Infinite Campus reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.

8.9 Notices. Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Infinite Campus and to the address designated on page one (1) of this Agreement for Licensee for receipt of notices, or as may be provided by the parties.

Infinite Campus, Inc. Sales Contracts Management 4321 109th Ave NE Blaine, MN 55449-6794	Norman Public Schools 131 S. Flood Avenue Norman	, OK	73069

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this Section.

8.10 Applicable Law. Infinite Campus complies and shall comply with applicable laws governing online privacy and student data privacy, including the Child Privacy Protection and Parental Empowerment Act, FERPA, the Children's Online Privacy Protection Act, and state laws. Licensee may review these laws and their related regulations by logging on to the U.S. Federal Trade Commission's website at http://www.ftc.gov.

a) While providing Services during the term of this Agreement, Infinite Campus may process and store Licensee data and may have access to student education records that are subject to FERPA. Such information is considered confidential and is protected. To the extent that Infinite Campus has access to "education records" under this Agreement, it is deemed a "school official," as each of these terms are defined under FERPA. Infinite Campus shall use education records only for the purposes of fulfilling its duties under this Agreement. To improve the products and services it provides, Infinite Campus may use anonymized or de-identified, non-personally identifiable data, as well as seek input from the Licensee and its employees regarding use of Infinite Campus Products and Services. Except as required by law or court order, Infinite Campus shall not disclose or share education records with any third party unless: (i) permitted by the terms of this Agreement, (ii) directed to do so, in writing, by Licensee, or (iii) to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Infinite Campus under this Agreement. Subject to (iii) above, Licensee consents to the use of third-party public cloud resources. This may include hosting, off-site backups, the storage of Campus Digital Repository content, the use of

content delivery networks to speed downloads of public files, or the failover of the Infinite Campus Products in certain disaster recovery scenarios.

b) In the event any third party seeks to access education records that are subject to FERPA beyond the access that is provided to Infinite Campus affiliated individuals for purpose of providing the Services under the Agreement, whether said third party request is in accordance with FERPA or other Federal or relevant State law or regulations, Infinite Campus shall immediately inform Licensee of such request in writing, if it is allowed to do so. Infinite Campus shall not provide direct access to such data or information or respond to said third party requests, unless compelled to do so by court order or lawfully issued subpoena from any court of competent jurisdiction. Should Infinite Campus receive a court order or lawfully issued subpoena seeking the release of such data or information, Infinite Campus shall provide immediate notification, along with a copy thereof, to Licensee prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order/subpoena.

c) If Infinite Campus experiences a security breach concerning any education record covered by this Agreement, Infinite Campus shall immediately notify Licensee and take immediate steps to limit and mitigate such security breach to the extent possible. The Parties further agree to indemnify and hold each other harmless for any loss, cost, damage, or expense suffered by the non-breaching Party, including but not limited to the cost of notification of affected persons, as a direct result of the breaching Party's unauthorized disclosure of education records that are subject to FERPA, or any other confidentiality/privacy provision, whether federal, state, or administrative in nature.

d) Upon termination of this Agreement, Infinite Campus shall return and/or destroy all education records that it received from Licensee hereunder as, and in accordance with, Section 6.3(b) of this Agreement. Infinite Campus shall not knowingly retain copies of any education records received from Licensee once Licensee has directed Infinite Campus as to how such information shall be returned and/or destroyed. Furthermore, Infinite Campus shall ensure that it disposes of all education records received from Licensee in a commercially reasonable manner that maintains the confidentiality of the contents of such records (e.g., shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

8.11 Export Rules. Licensee must not ship, transfer, or export and Infinite Campus Products into any country or use them in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions, or regulations (collectively the "Export Laws"). In addition, if Infinite Campus Products are identified as export controlled items under the Export Laws, Licensee represents and warrants that Licensee is not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea, and Serbia) and that Licensee is not otherwise prohibited under the Export Laws from receiving Infinite Campus Products. All rights to use Infinite Campus Products under this Agreement are granted on the condition that such rights are forfeited if Licensee fails to comply with the terms of this Section.

8.12 U.S. Government End-Users. Each component licensed under this Agreement that constitute Infinite Campus Products and Services is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all end users acquire Infinite Campus Products and Services with only those rights set forth herein.

8.13 Electronic Signatures; Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed, will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that the electronic signature of a party to this Agreement is valid as an original signature of such party and is effective to bind such party to this Agreement. The parties agree that any electronically signed document related hereto is deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party will contest the admissibility of true and accurate copies of electronically signed documents based on the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an email message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

IN WITNESS WHEREOF, this Infinite Campus End User License Agreement has been executed by the duly authorized representative of Infinite Campus and Licensee.

Infinite Campus, Inc.		**Licensee**
Signature:	Stephanie Svoboda Stephanie Svoboda (Mar 16, 2023 09:32 CDT)	Signature:
Name:	Stephanie Svoboda	Name:
Title:	Authorized Signer	Title:
Date:	Mar 16, 2023	Date:

Order and Pricing Schedule

Order and Pricing Schedule for Norman Public Schools, OK.

Description	Term Start Date	Quantity	Fee Type	Unit Price	Total
Campus Student System License Fee	7/1/2009	15,447	Recurring	$6.00	$92,682.00
Infinite Campus Services, Cloud Choice Hosting Services – SIS	7/1/2019	15,447	Recurring	$1.50	$23,170.50
Infinite Campus Services, Software Support – SIS	7/1/2009	15,447	Recurring	$1.20	$18,536.40
Food Service Tiered License Fee (1-5,000 students)	7/1/2011	5,000	Recurring	$2.00	$10,000.00
Food Service Tiered License Fee (5,001-10,000 students)	7/1/2011	5,000	Recurring	$1.80	$9,000.00
Food Service Tiered License Fee (10,001-15,000 students)	7/1/2011	5,000	Recurring	$1.60	$8,000.00
Food Service Tiered License Fee (15,001-20,000 students)	7/1/2011	447	Recurring	$1.40	$625.80
Infinite Campus Services, Tiered Software Support – Food Service (1-5,000)	7/1/2011	5,000	Recurring	$0.40	$10,000.00
Infinite Campus Services, Tiered Software Support – Food Service (5,001-10,000)	7/1/2011	5,000	Recurring	$0.37	$1,850.00
Infinite Campus Services, Tiered Software Support – Food Service (10,001-15,000)	7/1/2011	5,000	Recurring	$0.34	$1,700.00
Infinite Campus Services, Tiered Software Support – Food Service (15,001-20,000)	7/1/2011	447	Recurring	$0.31	$138.57
OLR Prime License Fee	7/1/2015	15,447	Recurring	$2.00	$30,894.00
Online Payments - Payrix	7/1/2021	1	One Time	Flat	PAID
Campus Learning-District License Fee - Ramp Up Pricing	7/1/2023	15,447	One Time	$1.50	$23,170.50
Campus Learning-District License Fee - Final Pricing	7/1/2024	15,447	Recurring	$2.00	$30,894.00
2023/2024 Annual Total					**$229,767.77**
Annual Recurring Total (Starting July 1, 2024)					**$237,491.27**

Norman Public Schools

By:

Name:

Its:

Date:

School Safe ID Contract Agreement

DISTRICT ID# /SSID #	DATE 03/17/2023
CUSTOMER	Norman Public Schools
STREET ADDRESS (physical address)	131 South Flood Avenue
CITY / STATE / ZIP	Norman / OK / 73069
MAILING ADDRESS (if different than above)	131 South Flood Avenue
CITY / STATE / ZIP	Norman / OK / 73069
PHONE NUMBER	(405) 366-5822
CONTACT PERSON	Christy Fisher
EMAIL ADDRESS OF CONTACT PERSON	cfisher@normanps.org
ALTERNATE CONTACT (IF PRIMARY CONTACT ISN'T AVAILABLE)	
SUPERINTENDENT'S NAME AND/OR PRINCIPAL'S NAME	Dr. Nick Migliorino
FRONT OFFICE SECRETARY'S NAME	

schoolSAFEid

By signing below, Customer authorizes School Safe ID to begin processing the school safe id system. The system includes the hardware and software described below and for the effective Term of the Agreement.

In the event that the customer changes the number of kiosk system totals, the purchase price is subject to change. You will receive an invoice when the order has been completed and shipped. Payment should be made within 15 days after the invoice is received.

CUSTOMER'S AUTHORIZED SIGNATURE (complete name, no initials)	DATE 03/17/2023
CUSTOMER'S AUTHORIZED SIGNATURE (PRINT)	
SSID'S AUTHORIZED INDEPENDENT REPRESENTATIVE'S SIGNATURE	DATE 03/17/2023
SSID'S AUTHORIZED INDEPENDENT REPRESENTATIVE'S SIGNATURE (PRINT)	Bart Baker

MULTI-YEAR AGREEMENT (Initial or check each year applicable)

2018 ☐ 2019 ☐ 2020 ☐ 2021 ☐ 2022 ☐

software subscription always ends on July 1

Annual Renewal Contract for School Year 2023-2024

NUMBER OF SCHOOL SAFE ID KITS (SYSTEM) Kiosk Color(s)

SCHOOL TYPE

TYPE ORDER
Annual Renewal Contract for dates 7/1/2023 - 6/30/2024

SHIP KIT TO (if different than above address)

SHIP DATE FOR KIT

Additional Notes:

27 kiosks x $499 annual software subscription

Annual Renewal Contract for dates 7/1/2023 - 6/30/2024

This subscription includes visitor management

and student ID card printing software license.

Total Contract Price $ 13,473.00

SEE PAGE 2 FOR TERMS OF THIS AGREEMENT

Quote Name	Incident IQ Renewal for Norman Public Schools (OK) (2023-2024)	Created Date	3/9/2023
		Expiration Date	6/30/2023
Company Address	750 Glenwood Ave SE Suite 320 Atlanta, GA 30316 US	Quote Number	31609
Contract Start Date	7/1/2023		
Contract End Date	6/30/2024		
		Contact Name	Mikal Eddlemon
Bill To Name	Norman Public Schools	Ship To Name	Norman Public Schools
Bill To	131 South Flood Avenue NORMAN, OK 73069 United States	Ship To	131 South Flood Avenue NORMAN, OK 73069 United States

Product Code	Product	Product Description	Sales Price
IIQ-6200	iiQ Assets	Incident IQ Assets product (add-on), Subscription	$28,192.00
IIQ-6300	iiQ Facilities	Incident IQ Facilities product (add-on), Subscription	$7,049.00
IIQ-1000	iiQ Platform with Ticketing	Incident IQ Platform with iiQ Ticketing core product, Subscription	$7,049.00

Total Price	$42,290.00

Notes

Current subscription ends 6/30/2023. Above quoted licenses begin 7/1/2023 and end 6/30/2024.

Year 3 of 3

All Incident IQ products and services are purchased and delivered pursuant to the Incident IQ Cloud Services Master Subscription Agreement, as found at https://www.incidentiq.com/legal/master-services-agreement, along with any applicable Supplements (available at https://www.incidentiq.com/legal). All of the aforementioned are incorporated into this ordering document by reference to the maximum extent permitted by local, state, and federal laws and regulations. For any legal questions, please contact us at legal@incidentiq.com.

1. **INTENT:**
    a. Whereas Norman Public Schools Athletic Department (NPS) is an organization which competes and organizes secondary school athletics and activities competitions at the state level inclusive of Norman High School and Norman North High School.
    b. And whereas, the Bedford Agency (BA) which provides actionable insight and expertise for companies, coaches, student-athletes, and families navigating the world of Sports Business, College Sports Recruiting and Name, Image and Likeness (NIL).
    c. This Term Sheet details the relationship between BA and NPS to further support NPS interests as it relates to educating high school coaches and administrators in Oklahoma on NIL.
    d. The deliverables of this partnership will be to bundled in what the Bedford Agency calls **TEAMS ROUTE** that in this case includes Training Workshops and NIL Playbook for on-demand training of NIL to the coaches of NPS.
2. **PARTIES**: NPS at 131 S. Flood, Norman, OK 73069, Bedford Agency at 12504 Lapis Lane, Oklahoma City, Oklahoma 73170.
3. **TERM:** One (1) years from Jan. 12, 2023, to Jan. 12, 2024
4. **TEAMS ROUTE:** In order to educate and support the stakeholders in NPS, BA agree to providing the following services:
    i. Two 1-hour NIL Training workshops for the coaches within the NPS athletic department.
    ii. Provide 60 licenses for the coaches/administrators of NPS to access the NIL *Playbook (a six-module certification course from Eccker Sports that provides industry-expert guidance on NIL legislation and legal, financial and brand considerations.)*
5. **Fee:** Scope of work is limited to the 2 trainings and the 45 Licenses. If later, parties agree to expand services a new contract will be agreed upon. Cost for this scope of work is a one-time fee of **$2,275.00** payable to Bedford Agency, net-30 of the execution of the agreement by both parties.

6. **DEDICATED BA RESOURCES:**

Name	Title	Role
Bryan Bedford	CEO, Bedford Agency	Executive Strategy and Liaison to the NPS

7. **DESIGNATIONS AND PROMOTIONS:** NPS agrees to Designate BA as the "Official NIL Education Partner of the NPS" and provides BA the right to create a lock up with the NPS logos for use in all BA promotional materials. The Parties also agree to mutually create and distribute a joint Press Release describing the nature of the partnership and BA role in supporting the NPS in educating its stakeholders.

NPS **Bedford Agency, LLC**

By P. Bedford 1.12.23

TD O'Hara Date
Athletic Director

Bryan Bedford Date
Chief Executive Officer

QUOTE 1-12-2023

The Bedford Agency
12504 LAPIS LANE
OKLAHOMA CITY, OK 73170
(405) 503-9284

Norman Public Schools
TD O'hara, Athletic Director
131 S. Flood, Norman, OK 73069

BALANCE DUE
$2,275.00

Item Description	Quantity	Price Per	Total
Teams Route Package: Two-60 Minute Name, Image and Likeness Trainings (In-Service) and 45 Licenses to NIL Playbook by Eccker Sports (1-year term)	1	$2,275.00	$2,275.00
		Subtotal	**$2,275.00**
***Payment due Net-30! Please mail check to Bedford Agency 12504 Lapis Lane, OKC 73170		**TOTAL**	**$2,275.00**

OGE Energy Corp. PO Box 321
Oklahoma City, Oklahoma 73101-0321
405-553-3000
www.oge.com

OG/E

APRIL 30, 2023

NORMAN PUBLIC SCHOOLS
ATTN: NATALIE ECKARD
131 SOUTH FLOOD AVENUE
NORMAN, OK. 73069

RE: Easement request for McKinley Elementary School at 728 Flood Avenue

Ms. Eckard;

Oklahoma Gas & Electric Company (OG&E) will be relocating an underground line due to a building expansion project at the school. The existing line will be abandoned and the new line will enter the school property near the southwest corner. The line will run north near the west side of the playground and then turn east, to run to an existing pad mount transformer located in between the existing buildings.

If this is agreeable to you, please obtain the proper signatures on the enclosed form and return in the enclosed envelope, as soon as possible. Please review the following instructions to ensure that each easement will be legally correct and that there will be no delay in processing:

1. The **school seal** must be affixed.
2. The **date of signing** must match the **date of notarizing**.
3. The notary must fill in **all blanks** in the acknowledgement section and add the **notary seal**.
4. The **notary expiration date** must be later than the **date of notarizing**.

If you have any questions, or if anything will cause a delay in signing, please contact me at (405) 553-5174. Thank you so much for your help in this matter.

Sincerely,

Timothy J. Bailey

Timothy J. Bailey
Right-Of-Way Agent

AFTER RECORDING RETURN TO:
OGE ELECTRIC SERVICES
TIMOTHY J. BAILEY, M/C WNM-12
PO BOX 321
OKLAHOMA CITY OK 73101-0321

EASEMENT

Work Order #7713949

KNOW ALL MEN BY THESE PRESENTS: THAT **INDEPENDENT SCHOOL DISTRICT NO. I-29 OF CLEVELAND COUNTY, OKLAHOMA,** Grantor, in consideration of Ten or more dollars in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant and warrant unto **OKLAHOMA GAS AND ELECTRIC COMPANY,** an Oklahoma corporation, Grantee, its successors and assigns, the right, privilege and authority to enter upon and install, erect, operate, maintain, and reconstruct underground and/or above ground a system of conduits, wires, cables, vaults, junction boxes, switches, fuses, transformers, service connection boxes and other fixtures for the transmission and distribution of electrical current and communication messages, including the right of ingress and egress to and from said system across adjoining lands of Grantor, upon and across the following real property and premises, situated in Cleveland County, State of Oklahoma, to wit:

A part of **BLOCK 4, LANDT'S SECOND ADDITION,** an addition to Norman, Oklahoma, being part of tract of land recorded in a deed in Book 55, Page 339, as described in Exhibit "A" and shown on Exhibit "B", attached hereto and hereby made a part of this easement.

Grantor further covenants and agrees that no building or other structure shall ever be erected nor shall any excavation or other removal of soil, so as to change the grade of terrain, be accomplished by Grantor, its heirs or assigns, within the above described easement area unless the written consent of the Grantee is first obtained. Grantor further acknowledges the requirements of 63 Oklahoma Statutes (1991) Section 142.1, et. seq. (One-call statute).

The rights and privileges above granted to continue so long as same are used or needed for the transmission and distribution of electric current or communication messages; but should the Grantee remove its property from the premises and abandon the right of way herein granted, then the rights granted in this easement shall terminate.

Signed and delivered this _____ day of _____, 2023.

INDEPENDENT SCHOOL DISTRICT NO. I-29
OF CLEVELAND COUNTY, OKLAHOMA

District Seal

By: _____

Title: _____

SCHOOL ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS;
Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2023, personally appeared _____ of Independent School District No. I-29 of Cleveland County, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____, and acknowledged to me that he executed the same as his free and voluntary act and deed of such school, for the uses and purposes therein set forth.

My Commission Expires: _____

Commission # _____

_____
Notary Public

R/W File No. McKinley Elementary School Relocation of line
Form 469 D (Rev 5/2018) SNOR_UG-C1.DOT tjb Atlas Sheet No. 059-310C

EXHIBIT "A"

To that certain easement from the Independent School District No. I-29 of Cleveland County, Oklahoma, to Oklahoma Gas and Electric Company.

An easement in **BLOCK FOUR (4) OF LANDT'S SECOND ADDITION**, Cleveland County, Oklahoma. Written by Timothy G. Pollard, PLS 1474, on March 29, 2023, using plat bearings of Landt's Second Addition, as Basis of Bearing, and as shown on attached Easement Sketch, said easement further described as: being Ten (10) feet in width, Five (5.00) each side of a centerline described as follows:

COMMENCING at the Southeast corner of said of Block 4, as shown herein;

Thence N90°00'00"W, on the South line of said of Block 4, for a distance of 355.44 feet, to the **POINT OF BEGINNING**;

Thence N00°13'10"E, on said centerline, for a distance of 233.61 feet;

Thence N89°09'42"E, on said centerline, for a distance of 273.25 feet, to the **POINT OF TERMINATION**.

EXHIBIT "B"
EASEMENT SKETCH

Note: Bearings Are Based On Plat Bearings Of The Final Plat Of Landt's Second Addition. To Norman. Cleveland County, Oklahoma.

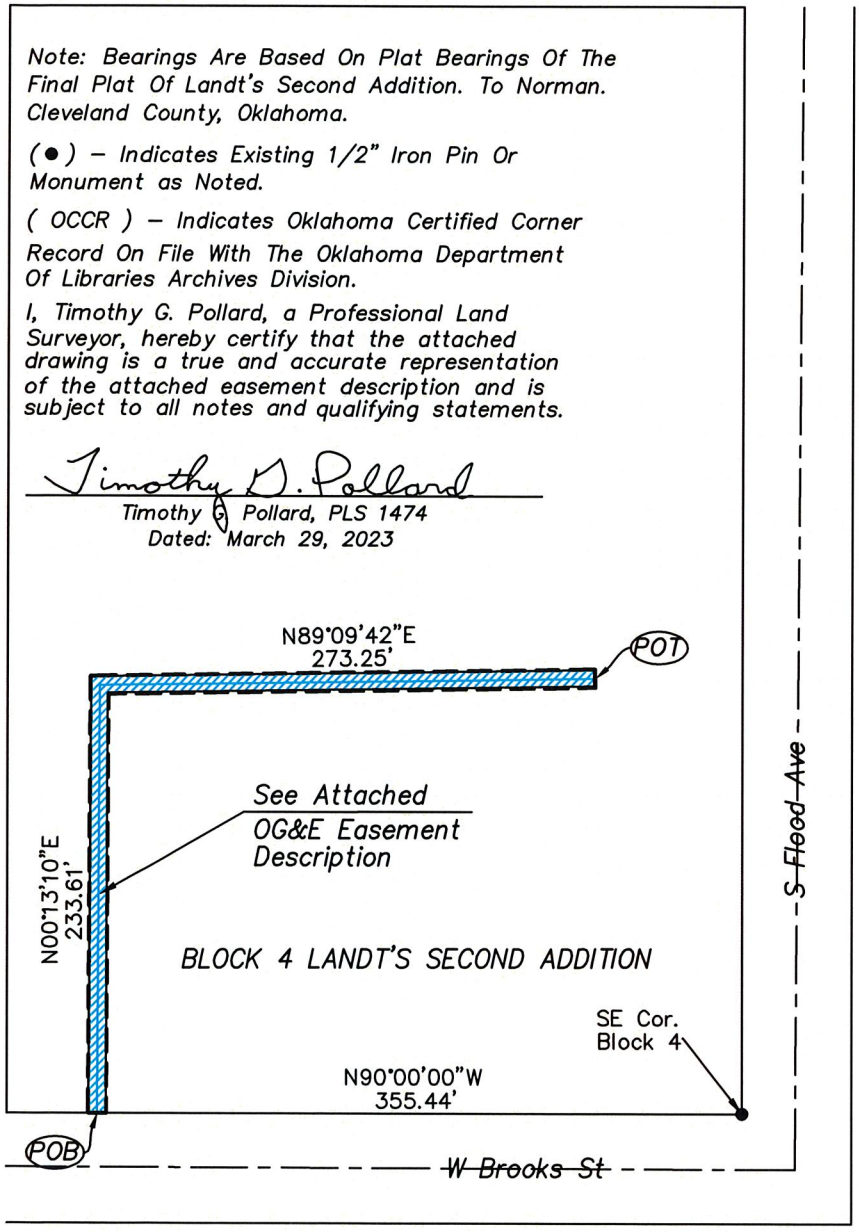
(●) – Indicates Existing 1/2" Iron Pin Or Monument as Noted.

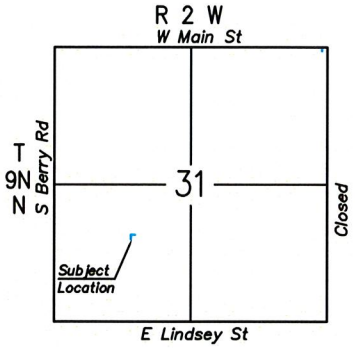
(OCCR) – Indicates Oklahoma Certified Corner Record On File With The Oklahoma Department Of Libraries Archives Division.

I, Timothy G. Pollard, a Professional Land Surveyor, hereby certify that the attached drawing is a true and accurate representation of the attached easement description and is subject to all notes and qualifying statements.

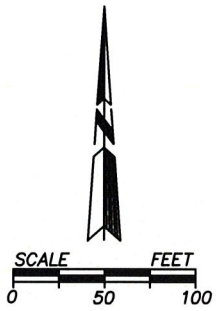
Timothy D. Pollard

Timothy G. Pollard, PLS 1474
Dated: March 29, 2023





LOCATION MAP



REGISTERED PROFESSIONAL LAND SURVEYOR
TIMOTHY G. POLLARD
1474
OKLAHOMA

OKLAHOMA GAS AND ELECTRIC COMPANY				
POLLARD & WHITED SURVEYING INC. 2514 TEE DRIVE, NORMAN, OKLAHOMA 73069 CA#2380 EXP 06-30-23 405-366-0001		OG&E EASEMENT SKETCH WO# 7713949 LANDT'S SECOND ADDITION TO NORMAN CLEVELAND COUNTY, OKLAHOMA		REVISIONS:
DRAWN BY: J. THOMAS	DATE: March 29, 2023	FILE #: LANDTS.ASC	DATE: March 29, 2023	SCALE: 1" = 100'
APPROVED BY: D. MEEKS	DATE: March 29, 2023	DRWG #: LANDTS.DGN	DATE: March 29, 2023	SHEET 1 OF 1

Supplemental Schedule No. 06
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 2023 Lakeview Elementary School Reroof

Description of Project:
Reroofing portions of Lakeview Elementary School
Norman, Oklahoma

Project Parameters:
Project Schedule: To be determined
Construction Budget: To be determined

Project Team:
Cory S. Miller, AIA - Principal Architect

Architect's Services: Basic Architectural Services as defined in Article 3.

Compensation: 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.

Special Terms:

DATED this ____ day of _____, 2023.

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, AIA
MIDL Architects, LLC.
Title: Principal Architect
"Architect"

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made and entered into by and between Tull Commercial Properties LLC, hereinafter referred to as "Seller", and Fleske Holding Company, LLC, or its Assigns, hereinafter referred to as "Buyer."

W I T N E S S E T H:

1. **Sale Agreement**. Seller hereby agrees to sell and Buyer hereby agrees to purchase all of the real property situated in Cleveland County, Oklahoma, described on Exhibit A hereto, together with all improvements thereon and all appurtenances thereunto belonging, including any and all right, title and interest of the Seller in and to adjacent streets, alleys, rights of way and easements, less and except, however, the oil, gas and other minerals lying in and under said real property previously reserved or conveyed of record (the "Property").

2. **Purchase Price**. Subject to the adjustments and prorations hereinafter described, the purchase price to be paid by Buyer to Seller for the Property shall be determined by the value per square foot of the Property as determined by a licensed appraiser, to be mutually agreed upon by the Buyer and Seller (the "Purchase Price"), under the following conditions:

2.1 Seller Termination. If the price shown on the appraisal is less than $5.25 per square foot of land, then the Seller has the right to terminate this Agreement. Upon such termination, the Earnest Money (as hereinafter defined) will be returned to the Buyer.

2.2 Buyer Termination. If the price shown on the appraisal is more than $6.00 per square foot of land, then the Buyer has the right to terminate this Agreement and receive a refund of the Earnest Money.

The Purchase Price shall be paid as follows:

2.3 Earnest Money. (a) within three (3) days after the execution of this Agreement by Seller, Buyer shall deposit Five Thousand Dollars ($5,000.00) with Old Republic Title of Oklahoma, 4040 N. Tulsa Ave., Oklahoma City, Oklahoma 73112, Attn: Alison Nobs (the "Escrow Agent") (the "Earnest Money Deposit"). Buyer shall be given credit toward the Purchase Price for the Earnest Money Deposit at closing.

2.4 Balance at Closing. The balance of the Purchase Price shall be paid to the Seller by cashier's check or wired funds at Closing.

3. **Inspection Period and Contingency**. This Agreement and the obligation of Buyer to close are expressly made conditional upon Buyer's determination in Buyer's sole discretion that the Property is suitable for Buyer's purposes. In order to permit Buyer to make this determination, Seller agrees to (i) permit Buyer and Buyer's representatives to have access to the Property to perform such geological soil tests, mechanical studies, environmental assessments, surveys and engineering studies as Buyer shall require, and (ii) provide Buyer

within five (5) days from the date of this Agreement copies of all leases (the "Leases"), service agreements and other agreements related to the improvements on the Property. To the extent permitted by law, Buyer agrees to restore the Property to the condition it was in prior to such testing and further agrees to indemnify and hold Seller harmless from any liability, claims or demands of any nature whatsoever arising out of the conduct of such tests. During this period, Buyer shall determine to Buyer's satisfaction:

(a) Whether sufficient utility service will be available at the Property boundary line;

(b) Whether the soil conditions of the Property are satisfactory;

(c) Whether the drainage on the Property is satisfactory;

(d) Whether there are portions of the Property that are not capable of usage, because of flood plain or wetlands restrictions;

(e) Whether the applicable municipal ordinances or county requirements will permit the usage of the Property in the manner desired by Buyer;

(f) Whether there are any Hazardous Materials on the Property;

(g) Whether access to the Property is satisfactory;

(h) Whether the heating, air conditioning, plumbing, and electrical systems in the improvements on the Property (the "Systems") and the roof and structure of the improvements are in satisfactory condition;

(i) Whether the improvements on the Property are free from damage from termites or infestation of termites; and

(j) Whether there are any other conditions which will render the Property unsuitable for the Buyer's purposes.

Buyer shall have until forty-five (45) days after the date of this Agreement to determine if the Property is satisfactory (the "Inspection Period"). Should Buyer determine the Property is unsatisfactory, it shall notify Seller in writing during the Inspection Period, and this Agreement shall thereby terminate and the Earnest Money Deposit shall be refunded to Buyer. Except as provided in paragraphs 4.2, 5 and 13, the Earnest Money Deposit shall become non-refundable, if this Agreement is not terminated during the Inspection Period or Extended Inspection Period further defined hereinbelow.

4. **Title**. Within fifteen (15) days after the receipt of the appraisal pursuant to paragraph 2, and the survey pursuant to paragraph 5, the Seller shall provide to Buyer a commitment (the "Commitment") for an owner's title guaranty policy covering the Property, issued by the Escrow Agent, showing "title of record" to the Property to be in Seller. The

Commitment covering the Property shall be in the amount of the Purchase Price and shall be accompanied by copies of all instruments creating exceptions, including easements, restrictions, reservations, rights-of-way or other conditions, if any, affecting the Property. Seller shall cause an owner's title guaranty policy in the amount aforesaid, based upon the Commitment, to be issued to Buyer at closing, with no exceptions except those not objected to by Buyer pursuant to paragraph 4.2 below. Without limiting the generality of the foregoing, it is specifically understood and agreed that there shall be no exceptions to warranty of title or to the coverage of the policy of title insurance issued pursuant to the Commitment based upon claims of mechanics or materialmen, or any matter which would be disclosed by an accurate survey of the Property or any other "standard exception."

4.1 Title of Record. As used herein, title of record shall be marketable as that term is defined by the current title standards of the Oklahoma Bar Association, free and clear of all liens and encumbrances, excepting only oil and gas and other mineral interests reserved by former owners prior to the date hereof.

4.2 Objections to Title of Record. Within thirty (30) days after Buyer's receipt of the Commitment, Buyer shall furnish to Seller written notification of any objections to or defects in the title of record. Seller covenants and agrees to use Seller's best efforts to cure Buyer's objections to title of record prior to the Closing Date. In the event the defects cannot be cured by the Closing Date, Buyer shall have the option to (i) extend the Closing Date thirty (30) days, during which time Seller shall continue to use its best efforts to cure the defects; or (ii) terminate this Agreement and obtain the return of the Earnest Money Deposit; or (iii) waive the defects and close.

5. Survey. Buyer, at its expense, shall obtain a survey of the Property performed by a professional engineer or registered property surveyor showing the property lines and any other items as determined in Buyer's sole discretion. The surveyor shall place a pin or other appropriate designation on the ground on each corner of the Property and shall certify as to the square footage of Property. The legal description of the Property as determined by the survey shall be substituted for the description on Exhibit A hereto. In addition, the square footage of the Property as determined by the surveyor shall be utilized to determine the Purchase Price. Buyer shall provide a copy of the Survey to Seller.

6. Warranties of Seller. Seller represents, covenants, and warrants the following as of the date of this Agreement and as of the Closing Date:

6.1 Ownership. Seller is the owner of the Property and is authorized to enter into this Agreement.

6.2 Validity of Documents. This Agreement has been duly executed and delivered by the Seller, and is a legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms.

6.3 **Condemnation**. To the best of Seller's knowledge, there is no condemnation or similar proceeding pending or threatened against the Property or any part thereof.

6.4 **Assessments**. Seller has not received, nor does it have knowledge of, any notification from any governmental or private agency, authority or instrumentality of any pending or threatened assessments on or against the Property for the cost of public or private improvements to be made with respect to the Property.

6.5 **Environmental**. There are not now, nor to the knowledge of Seller have there been, any underground storage tanks located on the Property. To the best of Seller's knowledge, the Property has not been contaminated or otherwise subjected to the storage of or pollution from any source of hazardous waste or chemicals, including petroleum products, as defined by federal, state or local laws, statutes, ordinances, rules and regulations (the "Hazardous Materials").

6.6 **Soil Conditions**. Seller has no knowledge of any settling, flooding, drainage or soil problems in regard to the Property, except as may be visibly evident.

6.7 **Rights in Subject Property**. There are and will, on the date of closing, be no options, purchase contracts, leases or other agreements of any kind or nature, written or oral, whereunder or whereby any person has or could claim or assert any right, title or interest in any of the Property with the exception of the Leases, copies of which have been provided to Buyer. After the date hereof and for so long as this Agreement remains in effect, Seller shall not grant any leases, easements or rights of way in, on, over or across the Property without obtaining the prior written consent of Buyer.

6.8 **Adverse Change**. From the date hereof until the Closing Date, the Property shall not be materially or adversely affected in any way as the result of a legislative or regulatory change not consented to by Buyer, or by any flood, earthquake, condemnation, act of God, act of public enemy, criminal act or otherwise, whether or not insured against.

6.9 **Governmental Regulations**. At the present time, and on the Closing Date, Seller knows of no violations that exist, or will exist, with respect to any portion of the Property, of any statute, ordinance, regulation, or administrative or other judicial order or holding, whether or not appearing in the public record.

7. **Disclaimer of Additional Warranties**. WITH THE EXCEPTION OF THE WARRANTIES IN PARAGRAPH 6 AND THE WARRANTY OF TITLE CONTAINED IN THE DEED, BUYER SPECIFICALLY ACKNOWLEDGES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN "AS IS WITH ALL FAULTS"

BASIS, AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION AND TO THE EXTENT OF THE LAW: (i) the quality, nature, adequacy and physical condition of soils, geology and any groundwater; (ii) the existence, quality, nature, adequacy and physical condition of utilities serving the Property; (iii) the Property's suitability for any particular purpose; (iv) the zoning or other legal status of the Property or any other public or private restriction on use of the Property; (v) the compliance of the Property with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity; and (vi) the presence or removal of Hazardous Materials on, under or about the Property or any neighboring property.

8. Time and Place of Closing. Unless extended by written agreement, closing will occur thirty (30) days after Buyer receives all funding necessary to pay the Purchase Price to Seller (the "Closing Date" or "Closing") at the offices of the Escrow Company.

9. Seller's Deliveries at Closing. At closing Seller shall deliver to Buyer the following:

9.1 Deed. A duly executed and acknowledged Special Warranty Deed conveying to Buyer title of record to the Property subject only to those exceptions approved by Buyer as provided in paragraph 4.2.

9.2 Affidavit. An affidavit executed by Seller in form acceptable to Buyer and the title insurance company to the effect that Property is free from claims, mechanic's, materialman's or labor liens.

9.3 Other Submissions. Such other documents and papers as may be reasonably required by Buyer and the title insurance company in order to close this transaction.

10. Buyer's Deliveries at Closing. At closing Buyer shall deliver to Seller the payment required under paragraph 2.

11. Closing Costs and Prorations. Except as may be specifically allocated otherwise in this Agreement, the closing costs of the transaction shall be allocated as follows: Buyer shall pay Buyer's attorney's fees, if any, recording fee for the deed, 100% of the title insurance premium, 100% cost of the survey, 100% cost of the appraisal, and 50% of the fee of the closing company. Seller shall pay Seller's attorney's fees, if any, expense of bringing the abstract to date, 100% of any documentary stamp or transfer taxes, and 50% of the fee of the closing company. All matured and unmatured special assessments and all Property taxes for years preceding the year of Closing, if any, shall be paid by Seller. All of such assessments and ad valorem taxes on the Property for the year of Closing shall be prorated between the parties to the Closing Date. Any operational expenses for the Property and income produced by the Property shall be prorated based upon a thirty (30) day month, Buyer to be deemed owning the Property on the day of Closing.

12. **Possession**. Exclusive possession of the Property will be delivered to Buyer on the Closing Date, subject to tenant's rights.

13. **Eminent Domain**. In the event any eminent domain proceedings shall be commenced with respect to the Property prior to the Closing Date, or in the event the Buyer shall be advised by any agency having eminent domain powers that a condemnation of all or any portion of the Property is contemplated, the Buyer, at its option, may:

(i) Terminate this Agreement, in which event all the Buyer's Earnest Money Deposit shall be refunded to Buyer and the parties shall be relieved of all obligations hereunder; or

(ii) Continue this Agreement in force, in which event any condemnation proceeds received by Seller prior to the Closing Date shall be paid over to Buyer on the Closing Date.

14. **Brokerage**. Buyer is responsible for the payment of a real estate brokerage commission of 4.0% to be paid to Fleske Holding Company, LLC at Closing. The parties represent and warrant to the other that except for the broker referenced neither party has used the services of any real estate broker, agent or finder in connection with this transaction and each agrees to indemnify and hold the other harmless from all claims of any broker, agent or finder arising by reason of the indemnifying parties breach of this representation and warranty.

15. **Brokerage Relationship**. The Buyer and Seller hereby confirm the brokerage relationship with the Broker as set forth in the attached form "Confirmation of Disclosure and Consent, if Applicable" and agree to execute such form at the time of acceptance of this Agreement or, if applicable, at the time making a counter-offer. Eric C. Fleske is a licensed Realtor in the State of Oklahoma, owner of and Manager of Fleske Holding Company, LLC.

16. **Default**. If Buyer fails to close the sale of the Property, unless excused by a condition hereof, Seller may retain the Earnest Money Deposit as liquidated damages, it being agreed that it would be impracticable or extremely difficult to assess the amount of damages to be sustained by Seller, as Seller's sole remedy under this Agreement. If Seller fails to close, unless excused by a condition hereof, Buyer shall receive the Earnest Money Deposit less any deductions for expenses incurred on Buyer's behalf and Seller shall be liable for any other expenses required of Seller under this Agreement or Buyer may sue for specific performance.

17. **Miscellaneous**. It is further understood and agreed as follows:

17.1 **Time**. Time is of the essence of this Agreement.

17.2 **Notices**. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand delivered in person or sent by mail, registered or certified, return receipt requested, postage prepaid, or by Federal Express or other overnight delivery service providing evidence of receipt of delivery to the addresses as set forth below:

As to Buyer: Fleske Holding Company, LLC or its Assigns
c/o Eric C. Fleske
600 NW 23rd Street, Suite 200
Oklahoma City, Oklahoma 73103
405.990.2509 Phone
eric@fleskeholding.com

As to Seller: Tull Commercial Properties LLC
c/o James W. Rusher
Albright, Rusher & Hardcastle,
15 West 6th Street, Suite 2600
Tulsa, OK 74119
918.583-5800Phone
jwrusher@arhlaw.com

Any notice, demand or request that shall be served upon either of the parties in the manner aforesaid shall be deemed sufficiently given for all purposes hereunder (i) at the time such notices, demands or requests are hand delivered in person, or (ii) on the date the Federal Express or other overnight delivery service receipt was signed; or (iii) on the second day after the mailing of such notice.

17.3 Severability. If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.

17.4 Binding Effect. The provisions of this Agreement shall inure to the benefit of and bind the executors, administrators, successors, assigns, heirs and legal representatives of the parties hereto.

17.5 Covenants to Survive. Except as is otherwise provided, the warranties and representations made herein shall specifically survive closing.

17.6 Entire Agreement. This instrument constitutes the entire agreement of the parties. It supersedes any and all other agreements, either oral or in writing, between the parties hereto. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. This Agreement may not be modified or amended by oral agreement, but only by an agreement in writing, signed by the parties hereto.

17.7 Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for reference only and shall not affect, in any way, the meaning or interpretation of this Agreement.

17.8 Attorney's Fees. In the event either party hereto files suit in order to enforce or interpret the terms and provisions of this Agreement, the prevailing party in such litigation shall be entitled to recover from the other its reasonable attorney's fees and expenses incidental to the litigation.

17.9 Disclaimer and Indemnification. It is expressly understood by Seller and Buyer that the Listing Broker and Selling Broker and their affiliated licensees (collectively the "Brokers") have made no warranties of any nature whatsoever in regard to the Property, including, without limitation, warranties as to present or future value, size, zoning, condition, ADA compliance, Hazardous Material presence or consequences, Systems or structural systems of any improvements on the Property nor do they hold themselves out to be experts on quality, design and construction. To the extent of the law, Seller and Buyer shall hold Brokers harmless in the event of losses, claims or demand by any person asserting to the contrary.

17.10 Choice of Law and Venue Selection. This Agreement shall be governed by the laws of the State of Oklahoma. The parties agree that any action brought to enforce or interpret this Agreement shall be in the District Court of Cleveland County, Oklahoma, the location of the Property.

17.11 Interpleader of Earnest Money Deposit. In the event of a dispute between the Buyer and Seller as to the proper disbursement of the Earnest Money Deposit or any other funds being held by the Escrow Agent as related to this Agreement, the parties hereby agree that the Escrow Agent shall have the unrestricted right to interplead such funds into a court of competent jurisdiction. The Escrow Agent shall be entitled to file any such interpleader action as necessary to allow for the Escrow Agent to remove itself from the controversy without charge, harm, expense, or fault to the Escrow Agent. The Escrow Agent may file such action pursuant to 12 O.S. § 2022, or other applicable authority. In the event that the Escrow Agent institutes any interpleader action to resolve a dispute between the parties as to funds held by the Escrow Agent, the parties agree to hold the Escrow Agent and its officers, employees, directors and agents harmless and to release the Escrow Agent and all such affiliated persons from any causes of action that Buyer or Seller may have against the Escrow Agent as it pertains to the dispute over the Earnest Money Deposit. In addition, the parties agree that the Escrow Agent shall be immediately discharged from of the interpleader action without fault or harm, and that the Escrow Agent shall be allowed to immediately obtain reimbursement for all accrued expenses involved in filing the interpleader action, including but not limited to attorneys fees, court costs and filing fees, with such reimbursement to be made from the funds interplead into court or from the Buyer and/or Seller directly.

17.12 Jury Trial Waiver. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY AND EVERY ISSUE TRIABLE BY A JURY TO THE EXTENT THAT ANY SUCH RIGHT NOW OR HEREAFTER EXISTS WITH REGARD TO THIS AGREEMENT OR ANY CLAIM,

COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH.

17.13 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document; however, this Agreement shall not become effective until all parties have signed a counterpart hereof. All counterparts shall be construed together and shall constitute one Agreement.

17.14 Addendum. The Addenda listed below are attached hereto is incorporated in this Agreement.

Addenda attached (if any):

Exhibit A – Legal Description

Broker Confirmation and Disclosure

17.15 Section 1031. Buyer and Seller shall have the right, either directly or through a qualified intermediary, to accomplish a tax-free exchange of the Property pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended. In such event, Buyer and/or Seller agree to pay all of their own costs and expenses necessary to accomplish such exchange, and further agree that the Closing shall not be extended or otherwise delayed. In the event Buyer or Seller is unsuccessful in accomplishing a tax-free exchange of the Property, neither party shall have the option of terminating this Agreement for such reason.

17.16 Donation. Buyer shall work with Seller and sign any necessary documents so the Seller may obtain a charitable donation for anything above the Purchase Price.

17.17 Right of First Refusal. After Closing, Seller shall have the right to match any bone fide offer to purchase the Property that Buyer receives from a third-party ("Offer"). Upon receipt of an Offer, Buyer shall provide Seller with all terms of said Offer and Seller shall have ten (10) days from receipt thereof to either agree to match all terms of said Offer or notify Buyer that Seller waives the right to match the Offer. If within the ten (10) days, Seller does not respond to Buyer, Seller shall be deemed to have waived such right to match the Offer and Buyer can proceed to sell the Property on the terms set forth in the Offer.

17.18 Assignment. Buyer may assign the rights under this Agreement to Norman Public Schools. It may not assign the rights hereunder to any other party or entity without the express written consent of Seller.

[Signature Page Follows]

EXECUTED the day and year hereinafter indicated. The latest date shall be the date of execution of this Agreement.

"BUYER"

Fleske Holding Company, LLC, or Assigns

Eric C. Fleske, Manager

Date of Execution: 2/10/23

"SELLER"

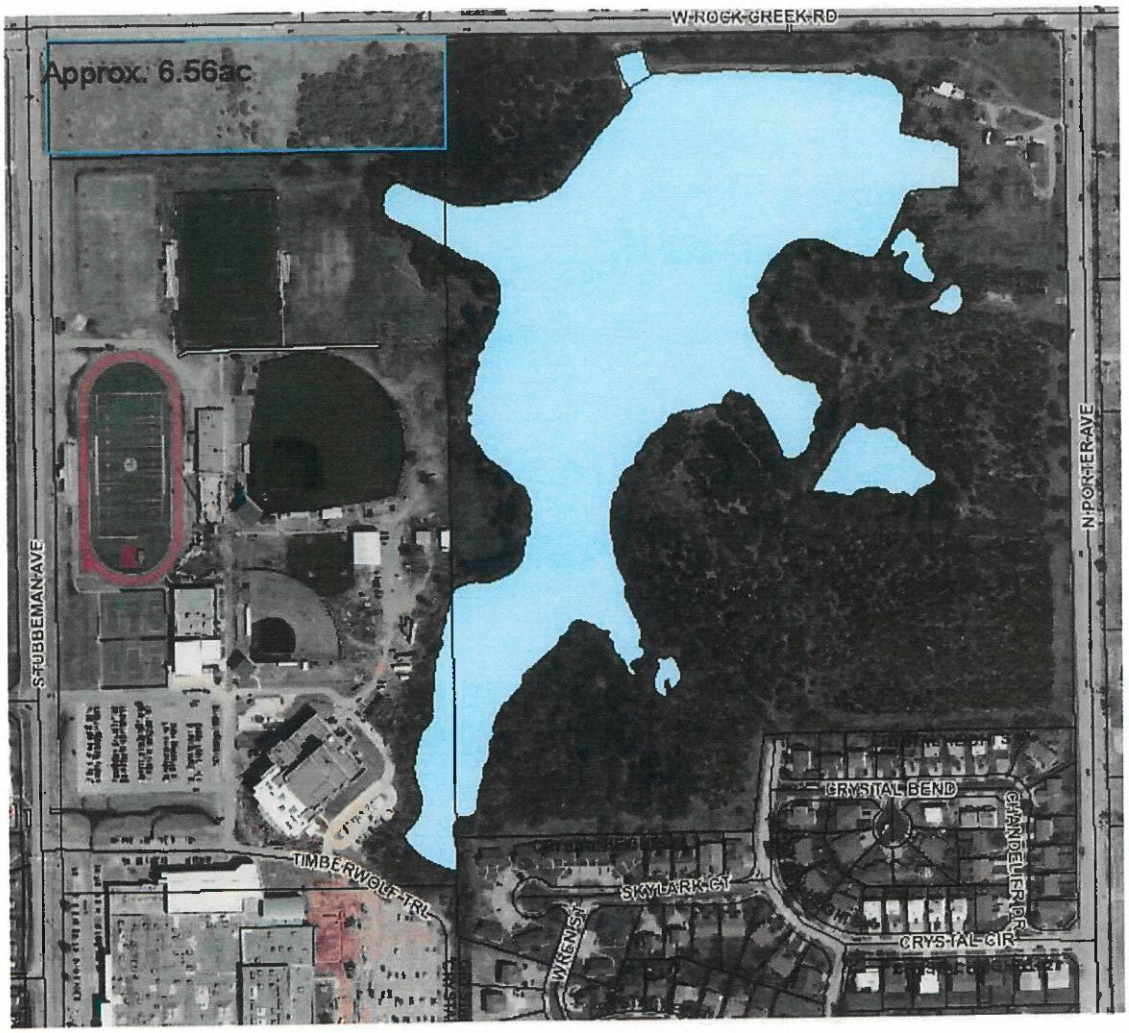
Tull Commercial Properties LLC

Cameron Tull, Manager

Date of Execution: 2/10/23

EXHIBIT A
(The Property)

Approximately 6.56 acres located at the southeast corner of Rock Creek Road and Stubbeman Avenue in Norman, Oklahoma. A final legal description to be determined by the Survey and agreed to by Buyer and Seller.



DISCLOSURE TO SELLER OR BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

1. Duties and Responsibilities. A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party or working with both parties:

A. treat all parties to the transaction with honesty and exercise reasonable skill and care;
B. unless specifically waived in writing by a party to the transaction:
1) receive all written offer and counteroffers;
2) reduce offers or counteroffers to a written form upon request of any party to a transaction; and
3) present timely all written offers and counteroffers.
C. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;
D. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
E. timely account for all money and property received by the Broker;
F. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
1) that a party or prospective party is willing to pay more or accept less than what is being offered,
2) that a party or prospective party is willing to agree to financing terms that are different from those offered,
3) the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and
4) information specifically designated as confidential by a party unless such information is public.
G. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
H. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
I. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

2. Brokerage Services provided to both parties to the transaction. The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide brokerage services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing brokerage services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.

3. Broker providing fewer services. If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

4. Confirmation of disclosure of duties and responsibilities. The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on ___day of _____, 2023.

(Print Name) _____ (Signature) _____

(Print Name) _____ (Signature) _____

Assignment of Purchase and Sale Agreement

THIS ASSIGNMENT is made this _____ day of April, 2023 by Fleske Holding Company, LLC ("Assignor") to Norman Board of Education (Independent School District #29) ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor has entered into a certain Purchase and Sale Agreement with Tull Commercial Properties, LLC and Tull Commercial Properties, LLC, as "Seller" and Assignor as "Buyer" which Agreement was executed on February 10, 2023; for the purchase and sale of certain real property being attached hereto as Exhibit "A".

A copy of said Agreement being attached hereto as Exhibit "B"; and,

WHEREAS, Assignor desires to assign, transfer, sell and convey to Assignee all of Assignor's right, title and interest in, to and under said Purchase and Sale Agreement and any addendums thereto; and,

WHEREAS, Assignee is desirous of receiving all of Assignor's right, title and interest in, to and under said Purchase and Sale Agreement;

NOW, THEREFORE, for and in consideration of the sum of Five Thousand Dollars ($5,000.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor has assigned, transferred, sold and conveyed and by these presents does hereby assign, transfer, sell and convey unto Assignee all of Assignor's right, title and interest in, to and under said Purchase and Sale Agreement. Assignee hereby assumes all of Assignor's duties and obligations under said Purchase and Sale Agreement. This Assignment shall be binding upon Assignor and shall inure to the benefit of Assignee and its successors, heirs and assigns.

"ASSIGNOR"

Fleske Holding Company, LLC

_____
Eric C. Fleske, Manager

"ASSIGNEE"

Norman Board of Education
(Independent School District #29)

_____

_____

EXHIBIT A

LEGAL DESCRIPTION

Approximately 6.56 acres located at the southeast corner of Rock Creek Road and Stubbeman Avenue in Norman, Oklahoma. A final legal description to be determined by the Survey and agreed to by Buyer and Seller.

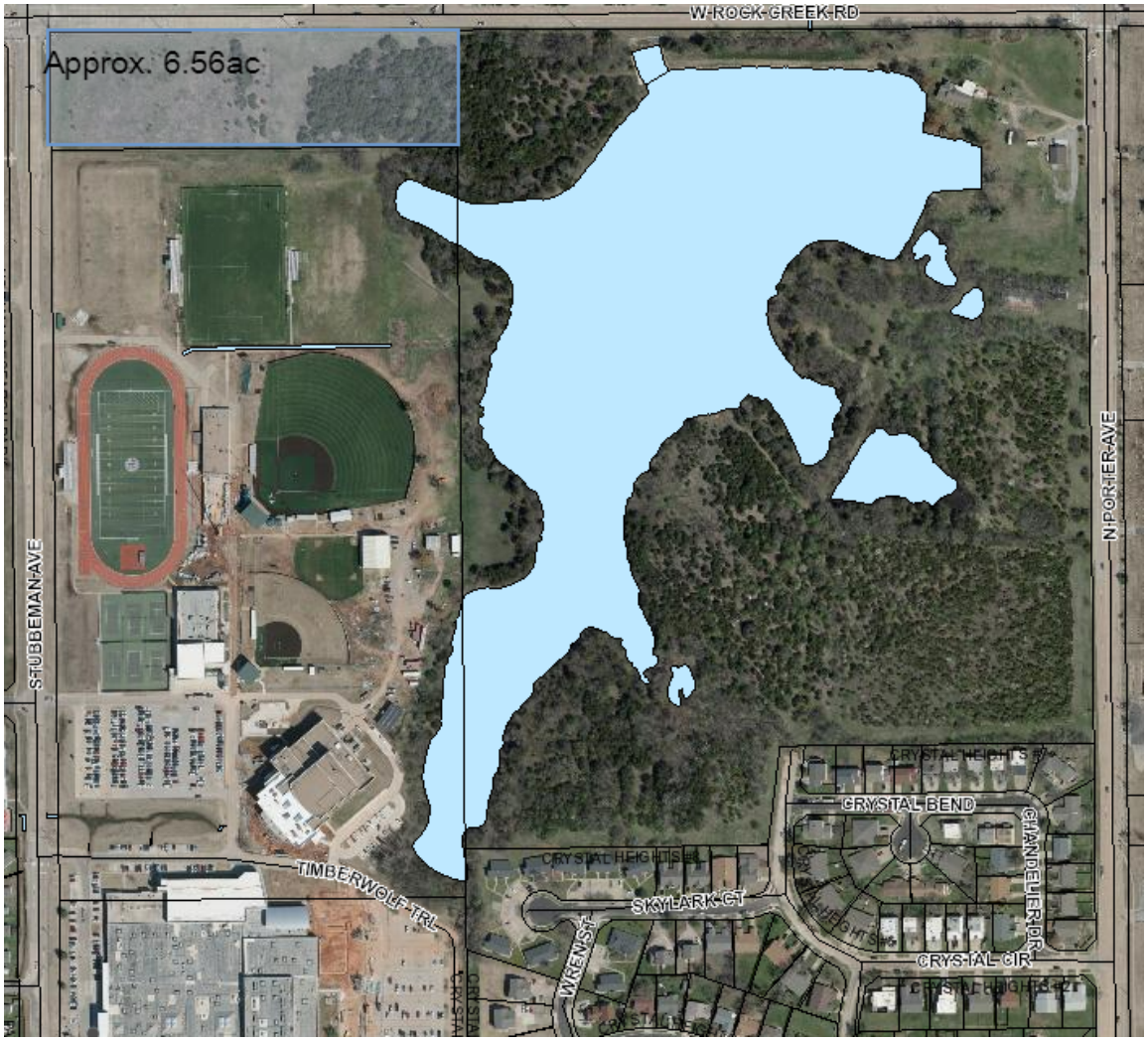


EXHIBIT B

PURCHASE AND SALE AGREEMENT

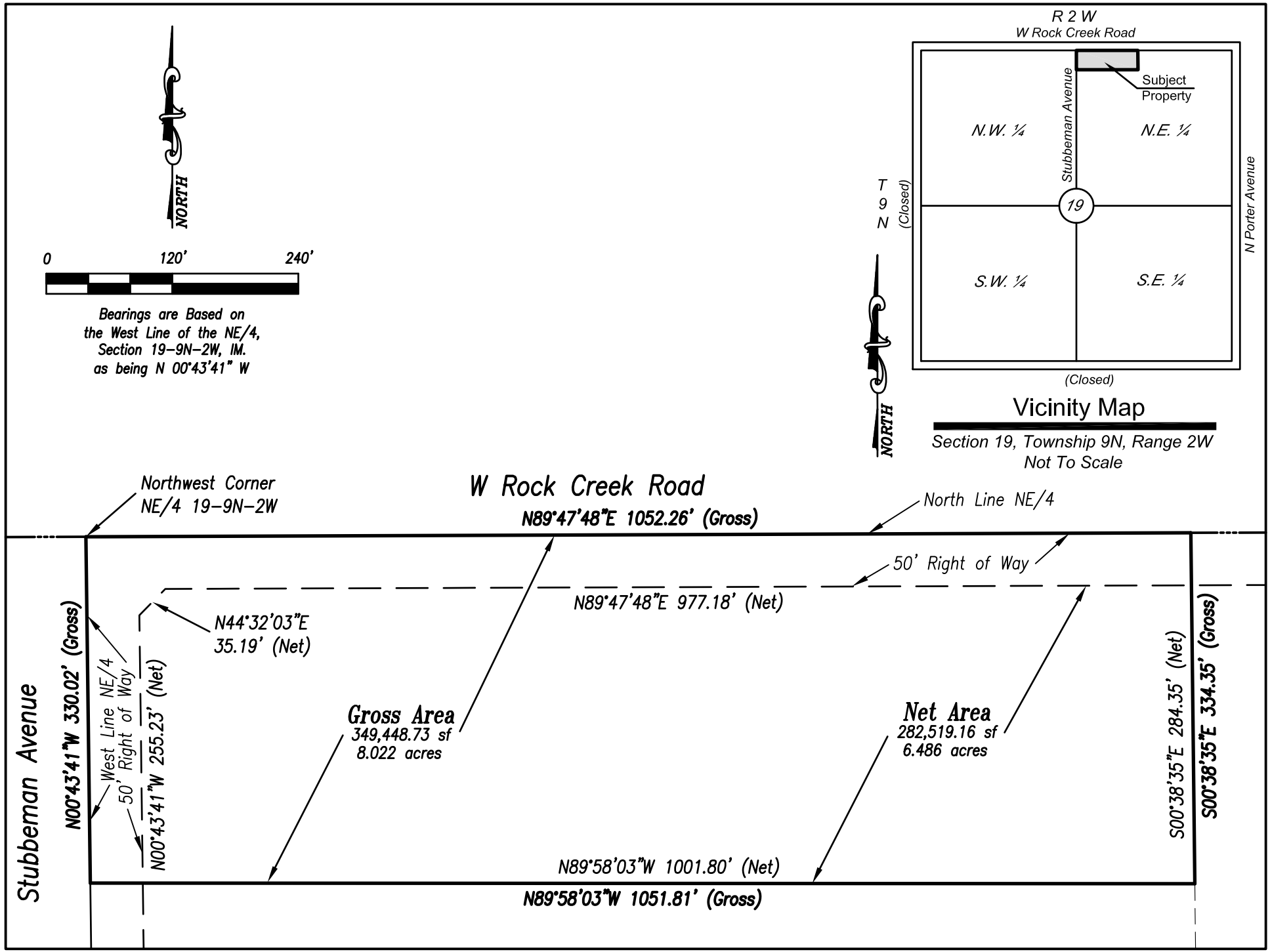
Description:

A tract of land in the Northeast Quarter of Section 19, Township 9 North, Range 2 West of the Indian Meridian, City of Norman, Cleveland County, Oklahoma, being part of a tract of land described in Order Allowing Final Report and Final Account, Determination Heirship, and Final Decree of Distribution, recorded in Book 6510, Page 1013 in the Cleveland County Courthouse , being more particularly described as follows:

BEGINNING at the Northwest Corner of said Northeast Quarter; THENCE North 89°47'48" East, along the north line of said Northeast Quarter, a distance of 1052.26 feet; THENCE South 00°38'35" East a distance of 334.35 feet to the Northeast Corner of a tract described in Warranty Deed, recorded in Book 2491, Page 297 in the Cleveland County Courthouse; THENCE North 89°58'03" West, along the north line of tract described in said Warranty Deed, a distance of 1051.81 feet (Deed 1050.00 feet) to the west line of said Northeast Quarter; THENCE North 00°43'41" West, along the west line of said Northeast Quarter, a distance of 330.02 feet (Deed 330.34 feet) to the POINT OF BEGINNING, containing 349,448.73 square feet or 8.022 acres, more or less (Gross Area); 282,519.16 square feet or 6.486 acres, more or less (Net area for developing within the established right of way lines.

Basis of Bearings is based on the west line of the Northeast Quarter of Section 19, Township 9 North, Range 2 West as being North 00°43'41" West.

Description was created by Kent Mace, PE, PLS, LS-1873, on February 22, 2023. Description is based on Survey MB-23024, by MacBax Land Surveying, PLLC, and meets the Minimum Standard for the Practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.


NORTH
0
120'
240'
Bearings are Based on
the West Line of the NE/4,
Section 19–9N–2W, IM.
as being N 00°43'41" W
R 2 W
W Rock Creek Road
Subject
Property
N.W. ¼
N.E. ¼
Stubbeman Avenue
T
9
N
(Closed)
19
N Porter Avenue
S.W. ¼
S.E. ¼
(Closed)
NORTH
Vicinity Map
Section 19, Township 9N, Range 2W
Not To Scale
Northwest Corner
NE/4 19–9N–2W
W Rock Creek Road
N89°47'48"E 1052.26' (Gross)
North Line NE/4
50' Right of Way
N89°47'48"E 977.18' (Net)
N44°32'03"E
35.19' (Net)
Stubbeman Avenue
N00°43'41"W 330.02' (Gross)
West Line NE/4
50' Right of Way
N00°43'41"W 255.23' (Net)
Gross Area
349,448.73 sf
8.022 acres
Net Area
282,519.16 sf
6.486 acres
S00°38'35"E 284.35' (Net)
S00°38'35"E 334.35' (Gross)
N89°58'03"W 1001.80' (Net)
N89°58'03"W 1051.81' (Gross)

APPRAISAL REPORT
OF

UNIMPROVED ±6.486-ACRE TRACT OF LAND
SOUTHEAST CORNER OF ROCK CREEK ROAD & STUBBEMAN AVE.
(PART OF NE/4 SECTION 19, T9N, R2W, I.M.)
NORMAN, CLEVELAND COUNTY, OKLAHOMA

EFFECTIVE DATE OF APPRAISAL

MARCH 3, 2023

DATE OF REPORT

MARCH 6, 2023

PREPARED FOR

INDEPENDENT SCHOOL DISTRICT NO. 29
OF CLEVELAND COUNTY, OKLAHOMA
A/K/A NORMAN PUBLIC SCHOOLS
131 SOUTH FLOOD AVENUE
NORMAN, OK 73069

PREPARED BY

JIM R. ARTMAN
ARTMAN APPRAISAL COMPANY
4612 FOXBOROUGH COURT
NORMAN, OKLAHOMA 73072
(CERTIFIED GENERAL APPRAISER NO. 10289CGA)

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Qualifications of Appraiser

ARTMAN APPRAISAL COMPANY

4612 FOXBOROUGH COURT
NORMAN, OKLAHOMA 73072
Phone: (405) 360-1444 Fax: (405) 321-7761
E-Mail: artman11@cox.net

March 6, 2023

Independent School District No. 29 of Cleveland County, Oklahoma
a/k/a Norman Public Schools
131 South Flood Avenue
Norman, Oklahoma 73069

RE: Unimproved ±6.486-acre tract of land
Southeast corner of Rock Creek Road & Stubbeman Avenue
Norman, Oklahoma
(Part of NE/4 of Section 19, T9N, R2W, I.M., Cleveland County, Oklahoma)

Dear Sirs:

Pursuant to your authorization, I am submitting this appraisal report on an unimproved ±6.486-acre tract of land located at the southeast corner of Rock Creek Road and Stubbeman Avenue in Norman, Cleveland County, Oklahoma. The property is more particularly described in the following appraisal report.

The directed purpose of this appraisal is to estimate the market value of the fee simple interest in the subject property, subject to the restrictions of record and assumptions and limiting conditions as set forth. The client and intended user of this appraisal is Independent School District No. 29 of Cleveland County, Oklahoma (a/k/a Norman Public Schools). The intended use of this appraisal is for use in the possible purchase of the property. The appraiser has made a personal inspection of the property which is the subject of this report.

This appraisal was prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Standards Board of the Appraisal Foundation.

Based upon this appraisal, it is the appraiser's opinion that the market value of the subject property "as is", as of March 3, 2023 is:

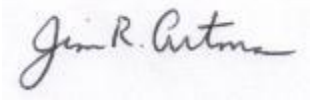
MARKET VALUE "AS IS"

ONE MILLION FIVE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS
($1,575,000.00)

The estimated market value of $1,575,000 is equivalent to a value of $5.57 per square foot for the overall site (±6.486 acres).

Thank you for the opportunity to be of service. I trust you will find this report satisfactory.

Respectfully submitted,



Jim R. Artman
Certified General Appraiser No. 10289CGA

ASSUMPTIONS AND LIMITING CONDITIONS

The interest in the surface rights to the subject property has been appraised subject to the following conditions:

1. No responsibility is assumed for matters of legal nature affecting title to the property nor is an opinion of title rendered. The title is assumed to be good and marketable. The value estimate is given without regard to any questions of title, boundaries, encumbrances or encroachments.

   It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless non-compliance is stated, defined and considered in the appraisal report.

   It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state, or national government, or private entity, or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

2. It is assumed that the utilization of the land and improvements is within the boundaries of the property lines of the property described and that there is no encroachment or trespass unless noted within the report.

   No survey of the property has been made by the appraiser and no responsibility is assumed in connection with such matters. Any maps, plats, or drawings reproduced and included in the report are intended only for the purpose of showing spatial relationships. The reliability of the information contained on any such map or drawing is assumed by the appraiser and cannot be guaranteed to be correct.

3. It is the opinion of the appraiser that all information in this report has been obtained from reliable sources and is substantially correct, but he assumes no liability in respect thereto.

4. All plans, sketches, and other exhibits are included in this report only for assisting the reader in visualizing the property and the data pertaining to the property. Some of the sketches are not drawn to scale.

ASSUMPTIONS AND LIMITING CONDITIONS(Continued):

5. Possession of this report does not grant the right to reproduce any or all of the report, unless prior approval has been given.

6. This appraisal should not be considered a report on the physical items that are a part of the property. Although the appraisal may contain information about the physical items being appraised (including their adequacy and/or condition), it should be clearly understood that this information is only to be used as a general guide for property valuation and not as a complete or detailed physical report. The appraiser is not a construction, engineering, or legal expert and any opinion given on these matters in this report should be considered preliminary in nature.

7. The observed condition of the foundation, roof, exterior walls, floors, heating, ventilation and air conditioning (HVAC) system, plumbing, insulation, electrical service, mechanical systems, and construction is based on a casual inspection only and no detailed inspection was made. For instance, the appraiser is not an expert on heating systems and not attempt was made to inspect the interior of the furnace. The structures were not checked for building code violations and it is assumed that all buildings meet the building codes unless otherwise stated in the report.

   Some items such as conditions behind walls, above the ceiling, behind, locked doors or under the ground are not exposed to casual view and, therefore, were not inspected. The existence of insulation (if any is mentioned) was found by conversation with others and/or circumstantial evidence. Since it is not exposed to view, the accuracy of any statements about insulation cannot be guaranteed.

   It is assumed that there are no hidden or unapparent conditions of the property, sub-soil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or the engineering which may be required to discover such factors. Since no engineering or percolation tests were made, no liability is assumed for soil conditions. Sub-surface rights (mineral or oil) were not considered in making this appraisal.

ASSUMPTIONS AND LIMITING CONDITIONS(Continued):

Because no detailed inspection was made, and because such knowledge goes beyond the scope of this appraisal, any observed condition comments given in this report should not be taken as a guarantee that a problem does not exist. Specifically, no guarantee is made as to the adequacy of condition of the foundation, roof, exterior walls, interior walls, floors, heating, ventilation and air conditioning (HVAC) system, plumbing, electrical system, insulation, or any other detailed construction matters. If any interested party is concerned about the existence, condition, or adequacy of any particular item, the appraiser would strongly suggest that a construction expert be hired for a detailed investigation.

8. Information (including projections of income and expenses) provided by informed local sources, such as government agencies, financial institutions, realtors, buyers,, sellers, property owners, bookkeepers, accountants, attorneys, and others is assumed to be true, correct, and reliable. No responsibility for the accuracy of such information is assumed by the appraiser.

   The comparable sales data relied upon in this appraisal is believed to be from reliable sources. Though all the comparable sales were examined, it was not possible to inspect them all in detail. The value conclusions are subject to the accuracy of said data.

   Engineering analyses of the subject property were neither provided for use nor made as a part of the appraisal contract. Any representation as to the suitability of the property for uses suggested in this analysis is, therefore, based only upon a rudimentary investigation by the appraiser and the value conclusions are subject to said limitations.

   All values shown in the appraisal report are projections based on an analysis as of the date of the appraisal. These values may not be valid in other time periods or as conditions change. Since the projected mathematical models are based on estimates and assumptions which are inherently subject to uncertainty and variation depending upon evolving events, we do not represent them as results that will actually be achieved.

ASSUMPTIONS AND LIMITING CONDITIONS(Continued):

This appraisal is an estimate of value based on an analysis of information known to the appraiser at the time the appraisal was made. If new information of significance comes to light, the value given in this report is subject to change without notice.

9. Only when prior arrangements have been made will the appraisers be required to attend any court and give testimony pursuant to any portion of this report.

10. This appraisal shall in no way be combined with other appraisal reports.

11. The appraisal report shall not be quoted or referred to in any report or financial statement or in any documents filed with any governmental agency without the prior written consent of the appraiser. Neither all nor any part of the contents of the appraisal report shall be disseminated to the public through advertising media, public relations media, news media, sales media, or other public means of communication without the prior written consent and approval of the appraiser.

12. The value concluded in this report is based upon the entire report and should not be accepted as an indication of value if any part is used separate from the entire report.

13. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

ASSUMPTIONS AND LIMITING CONDITIONS(Continued):

14. It is assumed that the property meets all requirements set forth by the Americans With Disabilities Act unless otherwise noted in the appraisal.



DATE: March 6, 2023

Jim R. Artman
Certified General
Appraiser No. 10289CGA

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Type:	Unimproved land
Property Location:	Southeast corner of Rock Creek Road and Stubbeman Avenue Norman, Cleveland County, Oklahoma
Effective Date Of Appraisal:	March 3, 2023
Date of Report:	March 6, 2023
Property Rights Appraised:	Fee simple estate or fee simple interest
Owner of Record:	Michelle J. Tull
Site:	Rectangular shaped corner tract of land with an area of ±282,519.16 feet or ±6.486 acres. Site has ±977.18 feet of frontage along Rock Creek Road, 255.23 feet of frontage along Stubbeman Avenue, 35.19 feet along the corner cut, and a depth of ±1,001.80 feet along the south property line.
Zoning:	West ±127,134 S.F. or ±2.919 acres: "C-2" General Commercial District East ±155,385 S.F. or ±3.567 acres: "RM-6" Medium Density Apartment District
Highest and Best Use:	Mixed use development (commercial and multi-family residential)

Market Value "As Is": $1,575,000

(Equivalent to a value of $5.57/S.F. for the entire 6.486-acre site)

PURPOSE OF APPRAISAL:

The purpose of this appraisal is to estimate the market value of the fee simple interest in the subject property, subject to the restrictions of record and the assumptions and limiting conditions as set forth.

"Market Value" is defined as follows:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

(Definition per FIRREA. 12 C.F.R., Part 34.42(g); 55 *Federal Register* 34696, August 24, 1990, as amended at 57 *Federal Register* 12202, April 9, 1992; 59 *Federal Register* 29499, June 7, 1994)

EFFECTIVE DATE OF APPRAISAL:

The effective date of appraisal for the subject property is March 3, 2023. The subject property was inspected on two occasions, the most recent of which was March 3, 2023.

DATE OF REPORT:

The date of this report is March 6, 2023.

PROPERTY RIGHTS APPRAISED:

In the valuation of the subject property, the property rights appraised are those of "Fee Simple Estate," as if unencumbered by mortgages or liens, exclusive of any material interest and subject to zoning, easements, and restrictions of record. "Fee Simple Estate" is defined as:

> "Absolute ownership unencumbered by any other interest or estate subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." *(The Dictionary of Real Estate Appraisal, Fourth Edition, 2002, Appraisal Institute)*

"Fee simple estate" is also known as "fee simple interest".

FUNCTION OF APPRAISAL:

The function of the appraisal is to inform the client of the market value of the subject property "as is". The client and intended user of this appraisal is Independent School District No. 29 of Cleveland County, Oklahoma (a/k/a Norman Public Schools). The intended use of the appraisal is for use in the possible purchase of the property by Independent School District No. 29 of Cleveland County, Oklahoma (a/k/a Norman Public Schools).

SCOPE OF APPRAISAL:

According to the Uniform Standards of Professional Appraisal Practice (USPAP), it is the appraiser's responsibility to determine the appropriate scope of work. The scope of work must be sufficient to develop credible assignment results.

USPAP defines "scope of work" as follows:

"The type and extent of research and analyses in an assignment."

Scope of work includes, but is not limited to, the following:

- the extent to which the property is identified;
- the extent to which tangible property is inspected;
- the type and extent of data researched; and
- the type and extent of analyses applied to arrive at opinions or conclusions.

The scope of work utilized in this appraisal is intended to be commensurate with the type and complexity of its purpose. The client and intended user of this appraisal is Independent School District No. 29 of Cleveland County, Oklahoma (a/k/a Norman Public Schools). The intended use of this appraisal is for use in the possible purchase of the property by Independent School District No. 29 of Cleveland County, Oklahoma (a/k/a Norman Public Schools). This appraisal has been prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Standards Board of the Appraisal Foundation.

As part of this appraisal, various independent investigations and analyses were made which are briefly described as follows:

(1) A physical inspection of the subject property was completed by the appraiser on two occasions, the most recent of which was March 3, 2023.

(2) An analysis of the physical characteristics of the subject property (including size, shape, frontage, topography, easements, accessibility, flood plain status, availability of city utilities, zoning, and highest and best use) was made by the appraiser.

(3) An analysis of the subject neighborhood and current market conditions in the area was completed. As the highest and best use of the site was determined to be single-family residential development or potentially municipal use by the City of Norman, an analysis of market conditions relating to single-family residential development land and the single-family residential market was conducted by the appraiser.

(4) A search for recent sales of comparable unimproved tracts of land with similar zoning or highest and best use comparable to both the ±2.919 acres of land zoned for commercial use ("C-2" General Commercial District and the ±3.567 acres of land zoned for multi-family residential use ("RM-6" Medium Density Apartment District) in the general market area was conducted by the appraiser.

(5) The Sales Comparison Approach was utilized to estimate the market value of the subject property, which is the only reliable and applicable approach to value for the subject property. This approach involved a search for and an analysis of recent sales of comparable unimproved tracts of land with similar zoning or highest and best use in the general market area. Separate values have been estimated for the land zoned for commercial use ("C-2" General Commercial District) and the land zoned for multi-family residential use ("RM-6" Medium Density Apartment District).

The process of preparing this appraisal report involved the utilization of public as well as private data sources which include Multiple Listing Services, Real Estate Appraisal Data, Inc., the

County Assessor's records, the County Clerk's records, local realtors and brokers, lenders, appraisers, buyers, sellers, and other professionals possessing pertinent knowledge relating to this specific appraisal assignment. The subject property and the comparables utilized in this appraisal have been personally inspected by the appraiser.

IDENTIFICATION OF PROPERTY:

The subject property consists of an unimproved ±6.486-acre tract of land situated at the southeast corner of Rock Creek Road and Stubbeman Avenue in north Norman. The rectangular shaped site has 977.18 feet of frontage along Rock Creek Road, 255.23 feet of frontage along Stubbeman Avenue, 35.19 feet along the corner cut, and a depth of 1,001.80 feet along the south property line. The site has two different types of zoning imposed by the City of Norman. The west ±2.919 acres of the site (at the corner) is zoned "C-2" General Commercial District. The east ±3.567 acres of the site is zoned "RM-6" Medium Density Apartment District. The subject site is situated contiguous to the north of Norman North High School.

LEGAL DESCRIPTION:

A tract of land in the Northeast Quarter of Section 19, Township 9 North, Range 2 West of the Indian Meridian, City of Norman, Cleveland County, Oklahoma, being part of a tract of land described in Order Allowing Final Report and Final Account, Determination Heirship, and Final Decree of Distribution, recorded in Book 6510, Page 1013 in the Cleveland County Courthouse , being more particularly described as follows:

BEGINNING at the Northwest Corner of said Northeast Quarter; THENCE North 89°47'48" East, along the north line of said Northeast Quarter, a distance of 1052.26 feet; THENCE South 00°38'35" East a distance of 334.35 feet to the Northeast Corner of a tract described in Warranty Deed, recorded in Book 2491, Page 297 in the Cleveland County Courthouse; THENCE North 89°58'03" West, along the north line of tract described in said Warranty Deed, a distance of 1051.81 feet (Deed 1050.00 feet) to the west line of said Northeast Quarter; THENCE North 00°43'41" West, along the west line of said Northeast Quarter, a distance of 330.02 feet (Deed 330.34 feet) to the POINT OF BEGINNING, containing 349,448.73 square feet or 8.022 acres, more or less (Gross Area); 282,519.16 square feet or 6.486 acres, more or less (Net area for developing within the established right of way lines.

Basis of Bearings is based on the west line of the Northeast Quarter of Section 19, Township 9 North, Range 2 West as being North 00°43'41" West.

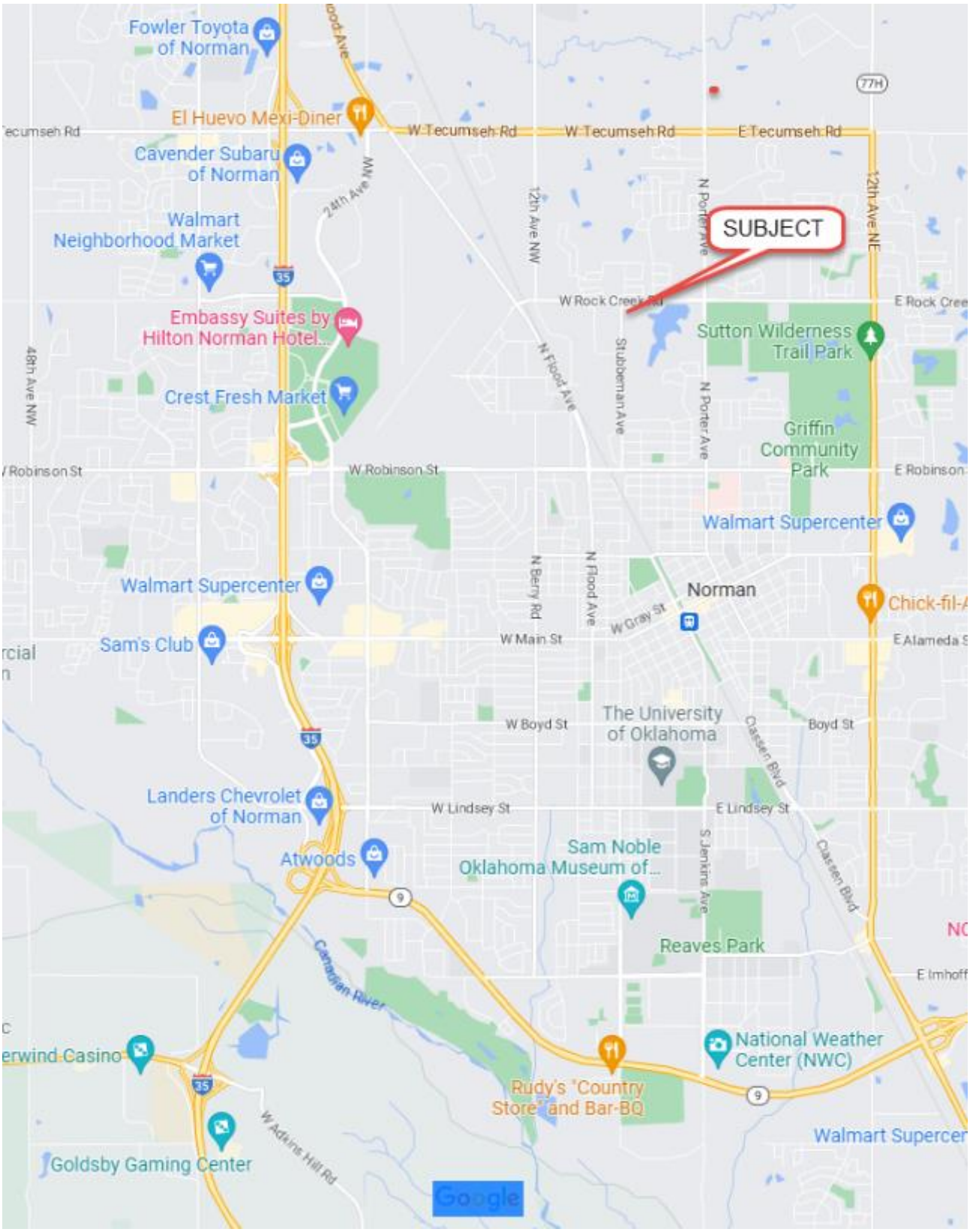
Description was created by Kent Mace, PE, PLS, LS-1873, on February 22, 2023. Description is based on Survey MB-23024, by MacBax Land Surveying, PLLC, and meets the Minimum Standard for the Practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

OWNERSHIP HISTORY:

The current owner of record for the subject property is Michelle J. Tull. Title to the property was conveyed to Michelle J. Tull via an Order Allowing Final Account, Determination of Heirship, and Final Decree of Distribution of Estate filed September 15, 2005 in Book 4064, Page 1975 of the Cleveland County Clerk's records.

The subject property is currently under contract from Tull Commercial Properties, LLC (seller) to Fleske Holding Company, LLC or its Assigns (buyer) at a purchase price determined by a licensed

appraiser mutually agreed upon by both the buyer and seller. The Purchase and Sale Agreement stipulates that the seller has the right to terminate the agreement if the price shown on the appraisal is less than $5.25 per square foot of land. The purchase agreement also stipulates that the buyer has the right to terminate the agreement if the price shown on the appraisal is higher than $6.00 per square foot of land. A copy of the Purchase and Sale Agreement can be found in the appraiser's file and is available to the client upon request.


SUBJECT
Fowler Toyota of Norman
El Huevo Mexi-Diner
Cavender Subaru of Norman
Walmart Neighborhood Market
Embassy Suites by Hilton Norman Hotel...
Crest Fresh Market
Walmart Supercenter
Sam's Club
Landers Chevrolet of Norman
Atwoods
Goldsby Gaming Center
W Tecumseh Rd
E Tecumseh Rd
W Rock Creek Rd
Sutton Wilderness Trail Park
Griffin Community Park
W Robinson St
E Robinson
Walmart Supercenter
Norman
Chick-fil-A
W Main St
E Alameda St
W Boyd St
The University of Oklahoma
Boyd St
W Lindsey St
E Lindsey St
Sam Noble Oklahoma Museum of...
Reaves Park
E Imhoff
National Weather Center (NWC)
Rudy's "Country Store" and Bar-BQ
Walmart Supercenter
Canadian River
W Adkins Hill Rd
N Porter Ave
N Flood Ave
N Berry Rd
W Gray St
S Jenkins Ave
Classen Blvd
12th Ave NW
12th Ave NE
24th Ave NW
48th Ave NW
77H
35
9
Google

NORMAN OKLAHOMA



Downtown Norman

Oklahoma's Best Place to Live

-Movoto Real Estate, 2014

America's Second Least Expensive City to Live in

-Cost of Living Index, 2014

NORMAN OKLAHOMA



is a dynamic, diverse community with a vivid history and a vibrant future! Strategically located in the bustling Oklahoma City metropolitan area, Norman is in the center of the county on busy Interstate 35. With a short drive to downtown Oklahoma City and to DFW and with flights from Will Rogers World Airport to destination hubs all across the U.S., Norman has easy access to anywhere in the world.

Home to the state's premier research university, the University of Oklahoma, Norman is teeming with incredible talent. Energetic, educated students continually feed a strong, stable workforce in a region known for its solid work ethic.

And we intend to keep those students here after graduation. The residents of Norman recently voted overwhelmingly in support of a one-half percent sales tax to fund $148 million in quality of life investments in parks, libraries, recreational facilities, sports complexes, trails and public art. The initiative, called NORMAN FORWARD, underscores out citizens' remarkable commitment to Norman's future!

Contributing to the quality of life is a premier park system, quality golf courses and Lake Thunderbird State Park's recreational opportunities that include boating, fishing, bird watching and hiking. Year-round festivals, fairs and Main Street events create a friendly, hometown atmosphere among big city amenities, arts and culture.

From the historic downtown to numerous shopping centers and malls, Norman has a myriad of shopping options from national stores to local boutiques.

Norman Regional Health Systems provides the best in health and preventative care. The Norman Public School System consistently scores above the state averages in every sector of testing. The Moore Norman Technology Center has received a long list of awards and accreditations.

Major employers offering quality jobs opportunities include Johnson Controls, National Oceanic and Atmospheric Administration (NOAA), Weathernews, Hitachi, SYSCO Foods, Chickasaw National Industries and Astellas. Some of the local emerging employers include AGIO, Health Engineering Systems and Immuno-Mycologics (IMMY).

We are a thriving community with purpose and drive... and our only direction is NORMAN FORWARD!

Lynne Miller,
Mayor



ONE VISIT

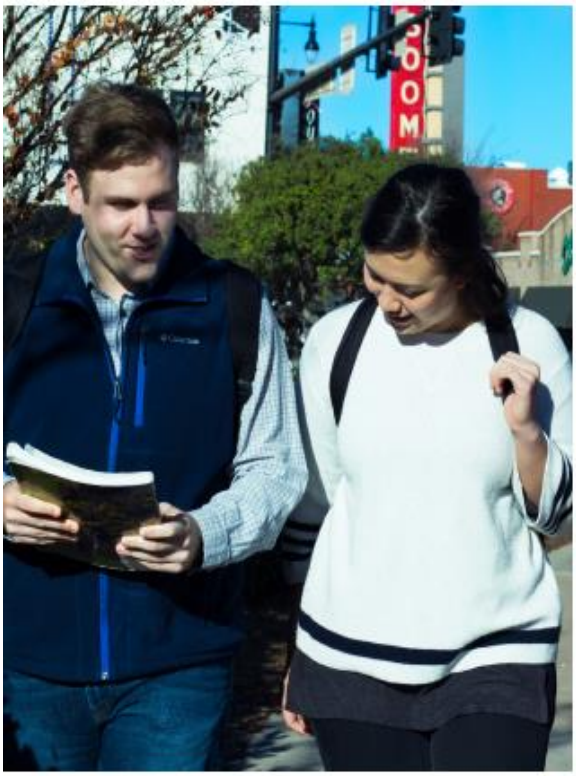
and you'll know why we call Norman **HOME.**



Campus Corner



POPULATION NORMAN



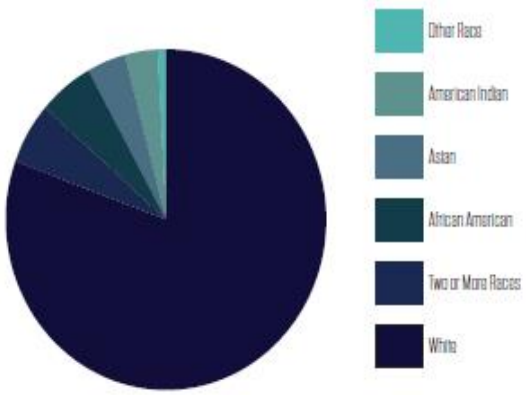
Norman median resident age: **30.3 years**
Oklahoma median resident age: 36.3 years

Norman cost of living index is 83.8%,
which is **16.2%** below the national average

Norman Population
120,866

Population Growth Since 2000
+21.4%

Population by Race



Population by Gender



TRANSPORTATION NORMAN



LOCATION

Conveniently located on I-35, Norman provides easy accesss to markets across the nation. Only 20 miles south of I-40 and 30 miles south of I-44, Norman sits in the middle of America, a perfect location for all business. Norman is located in the Central Standard Time Zone in the United States.

NORMAN FACTS

County: Cleveland
Nearest Major City: Oklahoma City, 17 miles
City Size in Square Miles: 190
Elevation: 1,170 ft.

NORMAN TRAFFIC COUNTS

Tecumseh & I-35	16,764 AVPD
Robinson & 36th Ave NW	20,696 AVPD
Robinson & I-35	25,725 AVPD
Main & 36th Ave NW	17,199 AVPD
Porter & Alameda	13,548 AVPD
Alameda & 12th Ave E	28,479 AVPD
Lindsey & I-35	20,923 AVPD

**AVPD (Average Vehicles Per Day)*

DISTANCES TO MAJOR CITIES

Dallas	189 miles
Little Rock	344 miles
Kansas City	367 miles
Houston	516 miles
St. Louis	516 miles
Albuquerque	562 miles
Denver	694 miles
Chicago	811 miles

WILL ROGERS WORLD AIRPORT, OKLAHOMA CITY

Distance from Norman: 20 miles

Major airlines include: Allegiant, US Airways, Delta, Frontier, United and Southwest

Major freight carrier services include: Airborne Express, BAX global, Evergreen Eagle, FedEx, Integrated Airline Services, UPS and the U.S. Postal Service

MAX WESTHEIMER AIRPORT, NORMAN

Located in the University of Oklahoma Research Park, Max Westheimer Airport serves both business executives and recreational pilots. With runway lengths of 5,200 feet north/south and 4,750 feet northeast/southwest the airport has medium intensity runway and approach lights with Visual Approach Slope Indicators serving executive jet aircraft. The control tower operates seven days a week from 8am to 10pm. AV Gas and Jet A are available from 6am to 10pm. FBO is provided by Cruise Aviation Association Inc., which sells fuel and performs aircraft repair. A flight school is provided through the University of Oklahoma Aviation Division.

PUBLIC TRANSPORTATION

The Cleveland Area Rapid Transit (CART) Service provides a comprehensive public transportation system around the Norman area and links to Oklahoma City.
Greyhound Lines Inc. provides service in Norman.
The Port of Catoosa is the nearest river port, approximately 100 miles away.

RAILROAD

Norman's train station, located right off Main Street, has daily stops on the AMTRAK Heartland Flyer line between Oklahoma City and Fort Worth, Texas. Norman is also on the main line of the Santa Fe/Burlington Northern Railroad.

BUSINESS INCENTIVES NORMAN



THE OKLAHOMA QUALITY JOBS PROGRAM

This incentive program provides quarterly cash payments of up to 5% of newly created gross taxable payroll to a qualifying company. A fully executed contract with the Oklahoma Department of Commerce must be in place before any new direct job's salaries are included in the new taxable payroll. Payments are made quarterly for three years and if thresholds are achieved, they may extend for an additional seven years.

EMPLOYEE TRAINING FOR INDUSTRY

The Oklahoma Department of Career and Technology Education (Career Tech) assists qualifying businesses by paying for training for employees in newly created jobs. Training can be done at one of 56 Technology Centers, including Moore Norman Technology Center (www.mntechnology.com) here in Norman, or at the company's facility. Training agreements include instructor costs. Program services are determined by the number of new jobs created in targeted industries, wage rates, and benefits provided.

SMALL EMPLOYER QUALITY JOBS

This program provides annual cash payments to a qualifying company. The payments may reach as much as 5% of new taxable payroll and last for up to seven years.

AD VALOREM TAX EXEMPTIONS

Several companies may be eligible for ad valorem exemptions for up to five years, including: new and expanding qualifying manufacturers, research and development companies, certain computer services and data processing companies with significant out-of-state sales and aircraft repair and distribution companies.

EXEMPT INVENTORY

Oklahoma's Freeport Law exempts from taxation any goods, wares, and merchandise which come from outside the state and leave the state within nine months where such goods, wares, and merchandise are held for assembly, storage, manufacturing, processing or fabricating purposes within the state.

21st CENTURY QUALITY JOBS

The intended purpose of the program is to promote impactful high wage jobs without competing with existing incentives. To help accomplish this, an enhanced list of qualifying industries beyond just those eligible for the Quality Jobs Program has been added. Qualifying companies may be eligible for up to twice the Net Benefit rate of the Quality Jobs program, or 10% of the taxable payroll of these new jobs, to be paid on a quarterly basis. The program lasts for up to 10 years.

** For a complete list of Oklahoma business incentives, visit www.okcommerce.gov.*

Income Tax	
Personal Income Tax:	5.25% max
Corporate Tax Rate:	6.0%
Property Tax (Ad Valorem)	
City:	$ 14.00
County:	$ 23.07
Public Schools:	$ 64.46
Technology:	$ 18.90
Total:	$120.43
*Valuation is 12% of Fall Market Value per thousand of assessed value	
Sales Tax	
State of Oklahoma:	4.5%
City of Norman:	4.00%
Cleveland County:	0.25%

LABOR NORMAN

MAJOR EMPLOYERS

The University of Oklahoma:	12,941
Norman Regional Hospital:	3,040
Norman Public Schools:	1,806
Johnson Controls:	1,030
Walmart Supercenters:	950
City of Norman:	859
Riverwind Casinos:	838
Hitachi:	460
National Oceanic & Atmospheric Administration (NOAA):	400
Super Target:	380
Oklahoma Veterans Center:	350
U.S. Postal Service - NCED:	350
SYSCO Foods:	337
Cimarron Energy:	275
SITEL:	264
Arvest Bank:	258
Moore-Norman Technology Center:	246
Avara Technologies:	250
AT&T:	225
Chickasaw Nation Industries:	163
Thunderbird Casino:	190
Republic Bank & Trust:	150
Power Cost, Inc.:	140
Southwestern Wire:	135
MCSI:	123
Top of the World:	100

**Please note that employee numbers are subject to change.*

Unemployment Rate (%)



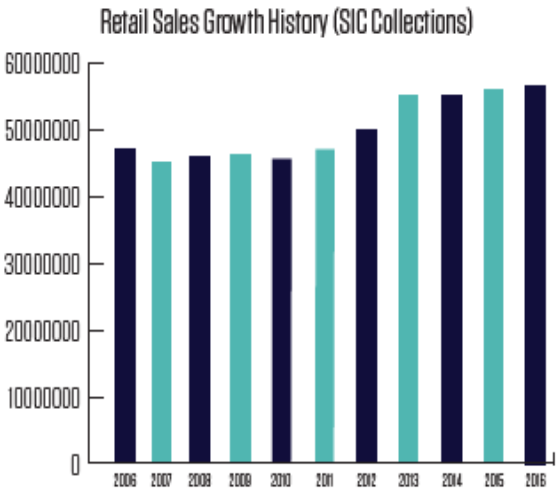
MEDIAN WAGE

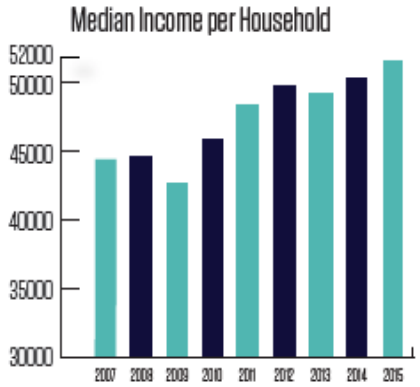
Management:	$39.38
Business & Financial:	$28.99
Education, Training, & Library:	$21.80
Art, Design, Entertainment, Sports & Media:	$19.20
Health Care Practitioners & Technical:	$34.44
Health Care Support:	$13.04
Food Preparations and Serving-related:	$ 9.86
Building and Grounds Cleaning & Maintenance:	$12.34
Protective Services:	$20.32
Sales & Related:	$14.39
Office & Administrative Support:	$15.55
Construction & Extraction:	$18.63
Installation, Maintenance & Repair:	$20.39
Production:	$15.29
Transportation:	$13.02
Personal Care & Service:	$10.50
Farming, Fishing & Forestry:	$ 8.78
Computer & Mathematical:	$34.41
Architecture & Engineering:	$28.67
Life, Physical & Social Science:	$26.68
Community & Social Services:	$19.91

EMERGING EMPLOYERS

Atmospheric Technology Services Company:	99
Weather Decision Technology:	85
StoneHouse Marketing:	81
Weathernews:	67
AGIO:	58
Immuno-Mycologics:	40
Health Engineering Systems:	35

INCOME & SHOPPING NORMAN





UNIVERSITY TOWN CENTER

Located north of Robinson Street just off I-35, University Town Center brings Oklahoma the finest in open-air shopping, including Target, Kohls, PetCo and many more. With Phase I completed already, this center has future plans of a movie theatre, eight-acre park and two more hotels as well as expanding the selection of department stores. Upon completion University Town Center will be more than 2 million square feet.

HISTORIC DOWNTOWN NORMAN

A unique mixture of antique shops, coffee bars, art galleries and restaurants, downtown Norman provides the classic downtown feel with an artsy edge.

BROOKHAVEN VILLAGE

Located at 36th NW and Robinson, Brookhaven Village features boutiques such as Chico's, Jos. A. Bank, Talbots and J. Spencer. After a long day of shopping, stop by Pub W or Louie's to watch the game.

SOONER MALL

with 70 boutiques, three large department stores, a food court and children's play station, Sooner Mall has something for the whole family. Convieniently located on Main Street off I-35, this mall provides easy access to exciting shopping, dining and entertainment. Anchor stores include Aeropostale, American Eagle, Dillard's, Eddie Bauer, Express, Gap, JC Penny, Old Navy, Sears and many more.

CAMPUS CORNER

Just across the street from the University of Oklahoma, Campus Corner offers unique shopping, delicious restaurants, stylish salons and classic pubs. With everything from trendy shops like Shoetopia and Blush to unique dining experiences like Caribbean Cuisine and Victoria's Pasta Shop, Campus Corner provides the perfect atmosphere for every occasion.

PARKWAY PLAZA

Commonly referred to as 'Restaurant Row,' Parkway Plaza boasts countless shops, restaurants and other specialty stores. Featuring well-known favorites such as BJ's, Charleston's and Interurban, Parkway Plaza runs along Ed Noble Parkway from Lindsey to Main Street. After eating stop by one of the many large retail chains such as Toys R Us, Bed Bath & Beyond, and Barnes and Noble.

HOUSING NORMAN



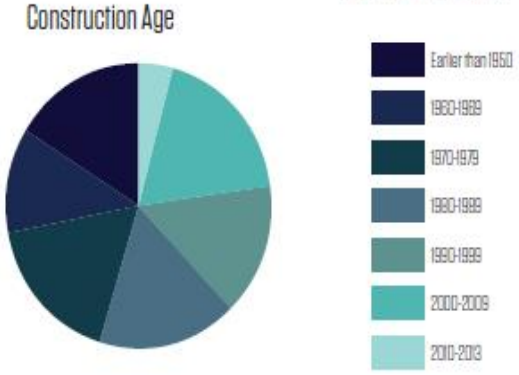
Norman Private Residence

HOUSING QUICK FACTS

Average Sales Price:	$200,811
Average Days on Market:	53

HOUSING COST

Median Real Estate Tax:	$1,996
Median Year Structure was Built:	1981
Single Family Housing Units:	50,431
Median Rent:	$848



Year	# of Permits	Commercial Value	Residential Value	Total Construction Value
2003	1296	$ 42,341,237	$ 103,486,420	$ 145,827,657
2004	1606	$ 54,583,537	$ 171,409,339	$ 225,992,876
2005	1508	$ 49,561,566	$ 156,204,279	$ 205,765,845
2006	1379	$ 46,146,469	$ 117,824,296	$ 163,970,792
2007	1244	$ 221,652,412	$ 92,393,692	$ 314,046,104
2008	1395	$ 72,957,512	$ 104,068,686	$ 177,026,199
2009	1100	$ 116,968,254	$ 92,393,692	$ 191,536,967
2010	1222	$ 73,709,847	$ 174,568,713	$ 166,617,474
2011	1338	$ 117,062,375	$ 80,104,665	$ 197,167,040
2012	1776	$ 85,513,383	$ 127,466,768	$ 212,980,151
2013	2754	$ 84,543,886	$ 132,909,593	$ 217,453,449
2014	1013	$ 85,091,436	$ 149,843,679	$ 234,935,115
2015	549	$ 47,758,087	$ 131,088,632	$ 178,846,719
2016	667	$ 113,244,368	$ 197,895,839	$ 311,140,207

EDUCATION NORMAN



University of Oklahoma Student Union

UNIVERSITY OF OKLAHOMA

Known as a major national research university, the University of Oklahoma serves the educational, cultural and economic needs of Norman, the state, region and nation. Created by the Oklahoma Territorial Legislature in 1890, OU has 21 colleges offering 171 majors at the baccalaureate level, 152 majors at the master's level, 79 majors at the doctoral level, 32 majors at the first professional level and 35 graduate certificates. OU's enrollment is more than 30,000 students and the university has more National Merit Scholars per capita than any other public university in America. Ranked in the top 10 universities in the nation by The Princeton Review, OU has produced 29 Rhodes Scholars and 51 Goldwater Scholarship recipients for math and science.

MOORE NORMAN TECHNOLOGY CENTER

With a reputation for excellence, MNTC is viewed as one of the nation's premier educational and training institutions. Accredited by the North Central Association Commission on Accreditation and School Improvement, MNTC provides high school and adult students a quality and affordable career through a technical education. Moore Norman Technology Center also provides professional assistance to businesses in order to help them achieve their business goals.

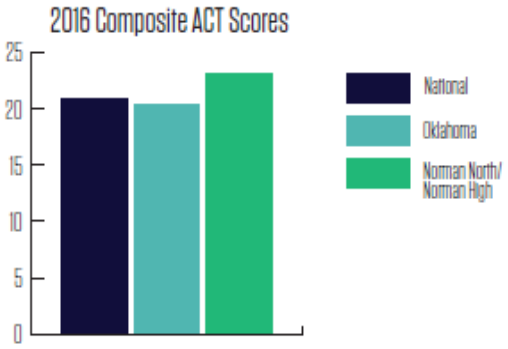
UNIVERSITY OF PHOENIX

Targeted towards working adults, the University of Phoenix offers the flexibility of obtaining a bachelor's or master's degree while working full time. With a complete online program, students can earn their bachelor's degree in eight different programs or their master's degree in seven specialized areas.

EDUCATION NORMAN

NORMAN PUBLIC SCHOOLS (NPS)

Recognized at the state and national level for exceptional teachers and instruction programs, NPS had 11 National Merit Finalists in the 2015-2016 school year. Students from NPS continually succeed in athletics, drama, competitive speech and debate, poetry, writing, studio art, band, orchestra and student newspaper. In fact NEWSWEEK Magazine listed Norman North High School and Norman High School in the top 5% of high schools in the nation. In 2016, Norman North and Norman High scored 2 points higher than the national average on the ACT test.



DISTRICT ENROLLMENT

Elementary	7,842
Middle School	3,452
High School	4,650
Total Students	**15,944**

OTHER HIGHER EDUCATION INSTITUTIONS

FOUR-YEAR INSTITUTIONS

East Central University
Langston University
Mid-America Christian University
Oklahoma Baptist University
Oklahoma Christian University
Oklahoma City University
Oklahoma State University at OKC
Southern Nazarene University
St. Gregory's University
University of Science & Arts of Oklahoma
The University of Central Oklahoma

TWO-YEAR INSTITUTIONS

Hillsdale Freewill Baptist College
Oklahoma City Community College
Rose State College

CAREER/TECHNICAL COLLEGES OKLAHOMA CITY AREA

ATI Career Training Center
DeVry University
Heritage Institute
ITT Technical Institute
Keller Graduate School of Management
TechSkills
Vatterott College
Wright Business School

BUSINESS RECOURCES NORMAN



ELECTRICITY
Oklahoma Gas & Electric Company
Oklahoma Electric Cooperative

GAS
Oklahoma Natural Gas

WATER
Supplier:	City of Norman
Source:	Lake Thunderbird/Wells
System Capacity:	22,350,000 GPD
Daily Production:	Max: 18,250,000 GPD
	Min: 7,813,000 GPD

SEWER
Sewer Treatment Authority:	City of Norman
Sewage Capacity:	17,000,000 GPD

TELECOMMUNICATIONS
AT&T
Cox Communications

TELECOMMUNICATIONS SERVICES AVAILABLE
Digital Services
Fiber Optics
Point of Presence

BUSINESS ASSISTANCE
Norman Economic Development Coalition
Jason Smith, CEcD President & CEO
128 E. Main
Norman, OK 73069
Phone: (405)573-1900

IMPORTANT WEBSITES
City of Norman:	www.cityofnorman.com
Moore Norman Technology Center:	www.mntechnology.com
NEDC:	www.selectnorman.com
Norman Chamber of Commerce:	www.normanchamber.com
Norman Public Schools:	www.norman.k12.ok.us
Oklahoma Department of Commerce:	www.okcommerce.gov
Oklahoma Employment Security Commission:	www.oesc.ok.gov
University of Oklahoma:	www.ou.edu
VisitNorman:	www.visitnorman.com

HEALTH CARE NORMAN



Norman Regional Health Plex

NORMAN REGIONAL HEALTH SYSTEM

Providing quality and compassionate health care services and education, the Norman Regional Health System (NRHS) serves the regional Norman community extending throughout south central Oklahoma. With over 2,950 employees and 356 active-staff physicians, NRHS provides outpatient diagnostic centers, medical transport services, physician services, community wellness and employer health services.

GRIFFIN MEMORIAL HOSPITAL

An adult inpatient psychiatric teaching hospital offering comprehensive services for mental health clients. The Griffin Memorial Hospital offers its patients psychiatric and psychological evaluation, psychotherapy, activities therapy, chemotherapy, and psychiatric rehabilitation.

SENIOR CARE

Norman features a vast array of services available for our senior adults, including nursing homes and senior assisted living.

OKLAHOMA VETERANS CENTER NORMAN DIVISION

Offering long-term, skilled and non-skilled nursing care to eligible Oklahoma veterans, the Oklahoma Veterans Center in Norman features a state-of-the-art, 301-bed complex.

J.D. McCARTY CENTER FOR CHILDREN WITH DEVELOPMENTAL DISABILITIES

A rehabilitation hospital where Oklahoma's children with development disabilities learn to move, act, play, think and communicate better and where parents find relief from overwhelming responsibilities. Both inpatient and outpatient care are available.

NORMAN SPECIALTY HOSPITAL

A Long-term Acute Care Hospital (LTACH) that specializes in treating patients with serious and often complex medical conditions requiring a longer length of stay, Norman Specialty Hospital focuses on building strength, improving mobility and increasing independence.

QUALITY OF LIFE NORMAN

PARKS & RECREATION

The Parks & Recreation department features a full schedule of programs. Norman has 62 parks, including a championship golf course, municipal swimming pool complex with a water slide, hiking trails, Frisbee golf course, fishing, tennis courts, playgrounds, open and covered picnic areas and indoor recreation centers. The recreation programs include sports leagues and clinics, dance and exercise classes and a senior citizens' center. The Griffin Park Sports Complex encompasses 16 soccer fields, 14 baseball/softball fields and four football fields. Norman also features a full service YMCA with an indoor pool and track.

RECREATIONAL FACILITIES

Public Recreation Centers:	3
Miles of walking trails:	14.07
Miles of bicycle routes:	120.37
Golf Courses:	6
Swimming Pools:	4
Private Health & Fitness Centers:	19

GOLF

Norman boasts two 18-hole public golf courses: City of Norman Westwood Golf Course and Jimmie Austin University of Oklahoma Golf Course, in addition to two 18-hole private courses: The Trails and Belmar Golf Club. Norman also has a nine-hole par three course at Cobblestone Creek Golf Club.

SPORTING EVENTS

Home to the University of Oklahoma Sooners, Norman sports are always in season. Consistently appearing among top ranked teams, OU football, baseball, softball, soccer, wrestling, basketball, golf and gymnastics means there is an event for every sport lover.

CHURCHES

There are over 100 churches representing a variety of different denominations in the Norman community.

HOTELS/MOTELS

Norman offers seven bed-and-breakfasts and 22 hotels and motels offering a wide variety of accommodations.

NORMAN PUBLIC LIBRARY

The Norman Public Library has over 2,000 iPhone and iPod compatible books available. The Norman branch is the headquarters of the Pioneer Library System, serving nine communities in central Oklahoma.

LAKE THUNDERBIRD STATE PARK

Just a couple miles down Highway 9, Lake Thunderbird provides outdoor enthusiasts with a 6,000-acre lake perfect for wake boarding, picnics, barbecues or just a relaxing day on the water. Complete with R.V. hook-ups, camping facilities and two full size marinas, Lake Thunderbird has everything for the perfect outdoor adventure.

DINING OUT

Norman has a wide variety of restaurants that will appeal to anyone's tastes. Cuisines represented in over 260 restaurants and cafeterias include barbecue, Asian (Chinese, Indian, Japanese, Thai), Greek, Italian, Mexican, seafood, and natural foods.

CRIME RATE

Norman crime rate per 1,000 population:	38.9%
Norman police officers per 1,000 population:	1.36
Total Norman police officers:	158
Norman fire ghters per 1,000 population:	1.39
Total Norman firefighters:	159

CLIMATE SEASONAL AVERAGES

Winter (Dec.- Feb.)	44.4°
Spring (March-May)	62.1
Summer (June-Aug.)	81.1
Fall (Sept.-Nov.)	66.4
Avg. Annual Rainfall	33.72"
Avg. Annual Snowfall	1.6"
Avg. Relative Humidity	67.2%
Prevailing Wind Direction	South



Jimmy Austin Golf Course

Lake Thunderbird



Sooner Football



Sooner Stampede at Lake Thunderbird

ARTS + ENTERTAINMENT NORMAN



SAM NOBLE MUSEUM OF NATURAL HISTORY
On the University of Oklahoma campus, the Sam Noble Museum of Natural History brings in approximately 150,000 visitors a year to enjoy the constantly evolving selection of art and exhibits. With curators actively involved in field research around the world, the museum provides a great experience for children and families of all ages.

FRED JONES JR. MUSEUM OF ART
Described as one of the finest university art museums in the country, this museum holds the most important collection of French Impressionism ever given to an American public university. The museum also holds large collections of East Asian and Native American art including artists such as Stuart Davis, Georgia O'Keeffe and Edward Hopper.

SOONER THEATRE
Originally created for "talking pictures", the theatre opened in 1929 as the first movie theatre in the region. In 1982 the theatre reopened her doors as a community performing art center and now hosts concerts, movies, theatrical shows and more.

RUPEL J. JONES THEATRE
A 600-seat theatre featuring productions by the University of Oklahoma School of Drama, School of Dance, Musical Theater Program and OU Summer Stage Lab Theater.

FESTIVALS
Norman, the 'city of festivals', is home to over a dozen annual festivals, parades and community events. Some favorites include Norman Music Festival, Medieval Fair, Jazz in June and Groovefest.

CLEVELAND COUNTY HISTORICAL MUSEUM
An excellent example of traditional Victorian architecture, the Historical House showcases a collection of manuscripts, letters, diaries and photographs pertaining to early Norman and Oklahoma.

THE CRUCIBLE FOUNDRY
With a wide range of talents and specialties, the Foundry specializes in bronze sculptures and monumental pieces. The Crucible employes the largest kiln west of the Mississippi to create their unique masterpieces of up to 900 pounds.

FIREHOUSE ART CENTER
Founded in 1971 by three local artists, the Firehouse Art Center fosters appreciation, enjoyment and development of art. Focused exclusively on visual arts, the Center provides the community with studio classes, workshops, special programs and exhibitions.

THE JACOBSON HOUSE
Native American Art Center Bringing in art exhibits, cultural activities, lectures, workshops and educational events to the public. The Jacobson house stands as a living symbol of the recognition of Native American art as the medium speaking to every person.

THE NORMAN DEPOT
Hosting various Norman events, the Norman train station serves as a reminder of the origin of many Oklahoma towns. The restored depot serves as a station for the Heartland Flyer.



Jazz in June



Norman Music Festival



Sooner Theatre

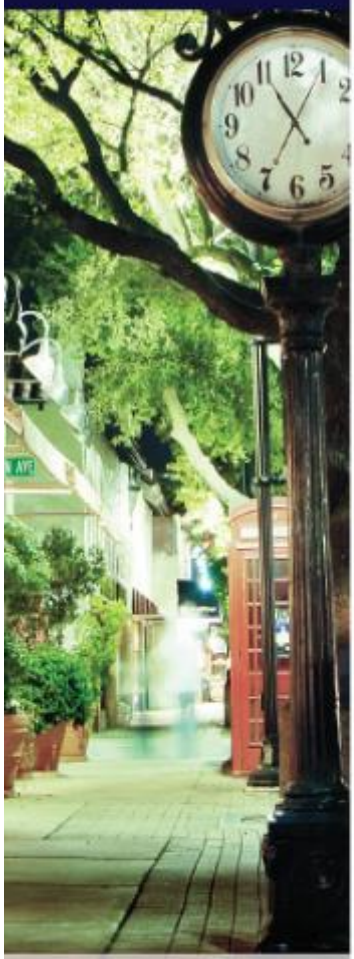


Sam Noble Museum



Fred Jones Museum







Produced by the

NORMAN

ECONOMIC DEVELOPMENT COALITION

128 E Main St
Norman, OK 73069
TEL: 405-573-1900
Email: nedc@selectnorman.com
www.selectnorman.com

The Norman Economic Development Coalition is a joint venture of the University of Oklahoma, the City of Norman, Moore Norman Technology Center and the Sooner Centurions, a committee of the Norman Chamber of Commerce.

MARKET AREA & NEIGHBORHOOD ANALYSIS:

"*Market area*" is defined as "the defined geographic area in which the subject property competes for the attentions of market participants; the term broadly defines an area containing diverse land uses" (Twelfth Edition of *The Appraisal of Real Estate).* A "*neighborhood*" is defined by the Twelfth Edition of *The Appraisal of Real Estate* as "a grouping of complementary land uses; a related grouping of inhabitants, buildings, or business enterprises." A "*district*" is defined as "a market area characterized by one predominate land use – e.g., apartment, commercial, industrial, agricultural." A market area may encompass one or more neighborhoods or districts. Market areas are defined by a combination of factors – e.g., physical features, the demographic and socioeconomic characteristics of the residents or tenants, the condition of the improvements (age, upkeep, ownership, and vacancy rates), and land use trends. The subject property, market area, and neighborhood are all affected by operation of the four forces that affect property value. These forces include social, economic, governmental, and environmental factors. Beyond an analysis of the region, or city, in which the property is located, it is also important to define the market area and/or neighborhood where it is located. Given specific market area and/or neighborhood boundaries, the social, economic, governmental and environmental influences are considered, and their influence on value can be documented. Analyzing the market area helps to provide a framework, or context,

in which the opinion of property value is developed. The overriding purpose of describing and analyzing a particular market area is to observe and/or quantify data indicating discernable patterns of urban growth, structure, and change that may enhance or detract from property values.

The subject property is situated at the southeast corner of Rock Creek Road and Stubbeman Avenue in north Norman. Rock Creek Road is a four-lane arterial street running east-west through north Norman. Stubbeman Avenue is a two-lane street running one mile north-south between Rock Creek Road and Robinson Street to the south. The downtown central business district of Norman is situated about 1.75 miles south of the subject. The University of Oklahoma main campus is situated about 2.5 miles south of the subject. Interstate 35, the major interstate highway running north-south through central Oklahoma, is situated about two miles west of the subject and id accessible at Robinson Street, Main Street, and Tecumseh Road.

The subject property is an area with a variety of land uses. The predominate land use in the subject area is single-family residential. The two square mile area to the north, northeast, and northwest of the subject bounded by Rock Creek Road on the south, 12th Avenue N.W. on the west, Tecumseh Road on the north, and 12th Avenue N.E. on the east is about 90% developed with single-family

residential subdivisions along with some apartments and some commercial uses. Norman North High School is situated directly south of the subject site. The United States Postal Service Maintenance Technical Support Center is situated directly west of the subject. Further west and southwest are two industrial parks which are almost fully built-up. There is a new apartment complex on the north side of Tecumseh Road due west of 12th Avenue N.W. There is an area of older duplexes along the south side of Robinson Street to the east of Stubbeman Avenue. There are commercial uses along Robinson Street, Porter Avenue, and 12th Avenue N.E. In recent years, there has been extensive new multi-family residential development (apartments and multi-unit two-story dwellings) taking place in the area north of the University of Oklahoma main campus. To the west of the two industrial parks west of the subject is the University of Oklahoma North Campus and Westheimer Air Park. Further west is a 585-acre mixed use development known as University North Park which has been undergoing extensive new development in recent years. This development consists of commercial uses, retail uses, restaurants, multi-family residential uses (apartments and senior independent living center), and office uses.

SITE ANALYSIS:

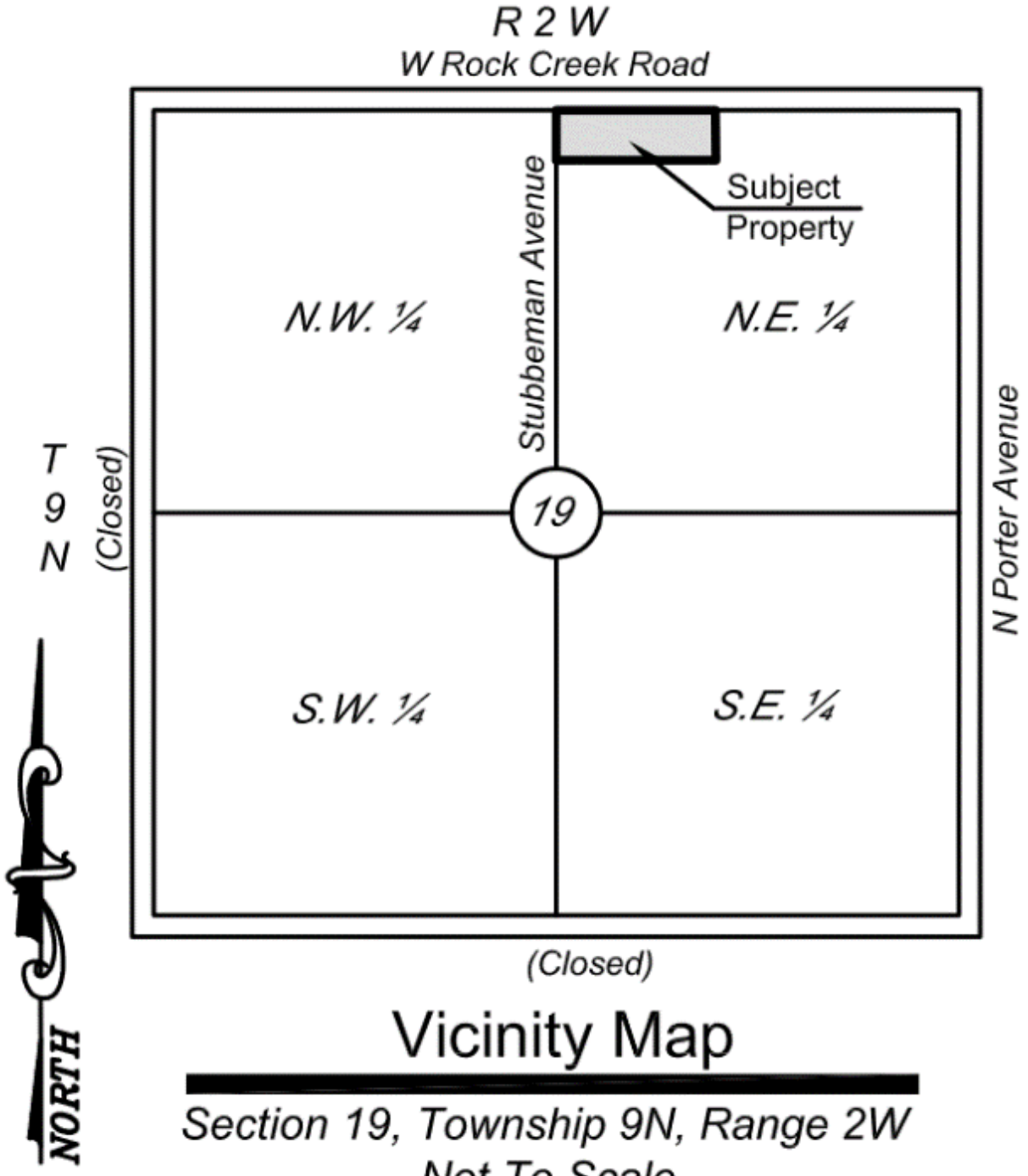
The subject property consists of an unimproved ±6.486-acre tract of land situated at the southeast corner of Rock Creek Road and Stubbeman Avenue in north Norman. The rectangular shaped site has 977.18 feet of frontage along Rock Creek Road, 255.23 feet of frontage along Stubbeman Avenue, 35.19 feet along the corner cut, and a depth of 1,001.80 feet along the south property line. The east property line has a length of 284.35 feet. Rock Creek Road is a four-lane arterial street running east-west through north Norman. Stubbeman Avenue is a two-lane street running one mile north-south between Rock Creek Road and Robinson Street to the south.

The site is generally level and appears to have adequate drainage. Most of the east half of the site is covered in Eastern red cedar trees. None of the site is situated within any HUD-identified Special Flood Hazard Area (area subject to 100-year flooding or Zone A or AE) according to FEMA Flood Insurance Rate Map Number 40027C0280J effective January 15, 2021. The subject site is situated within Zone X, an area determined to be outside of the 0.2% annual chance flood plain.

City water and sanitary sewer are available to the site. There is a city water line along the south side of Rock Creek Road and along the west side of Stubbeman Avenue. There is sanitary sewer in the

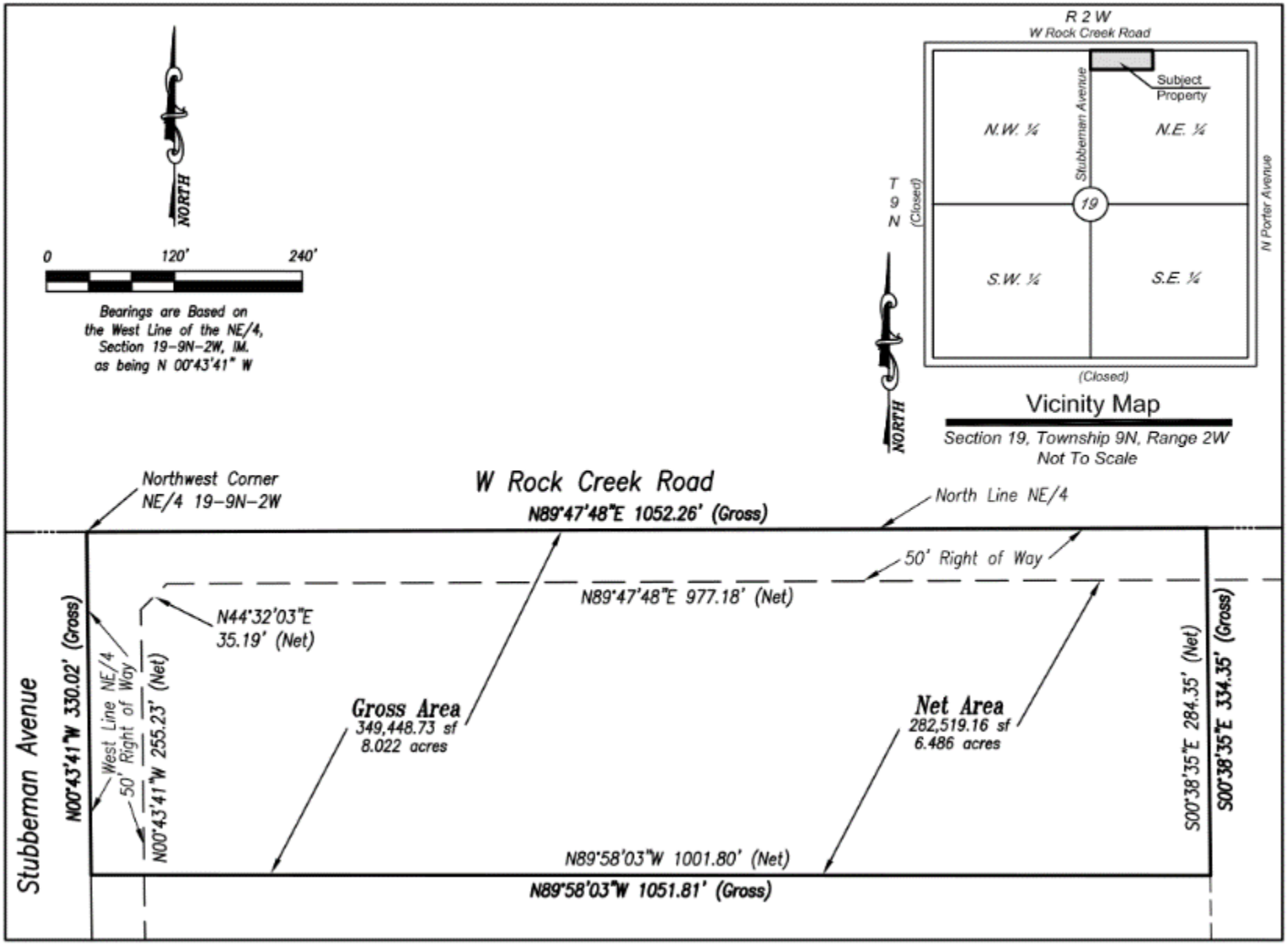
residential subdivision to the north and on the property to the east and south of the subject site. Electricity, natural gas, telephone, and cable are provided by public utility companies.

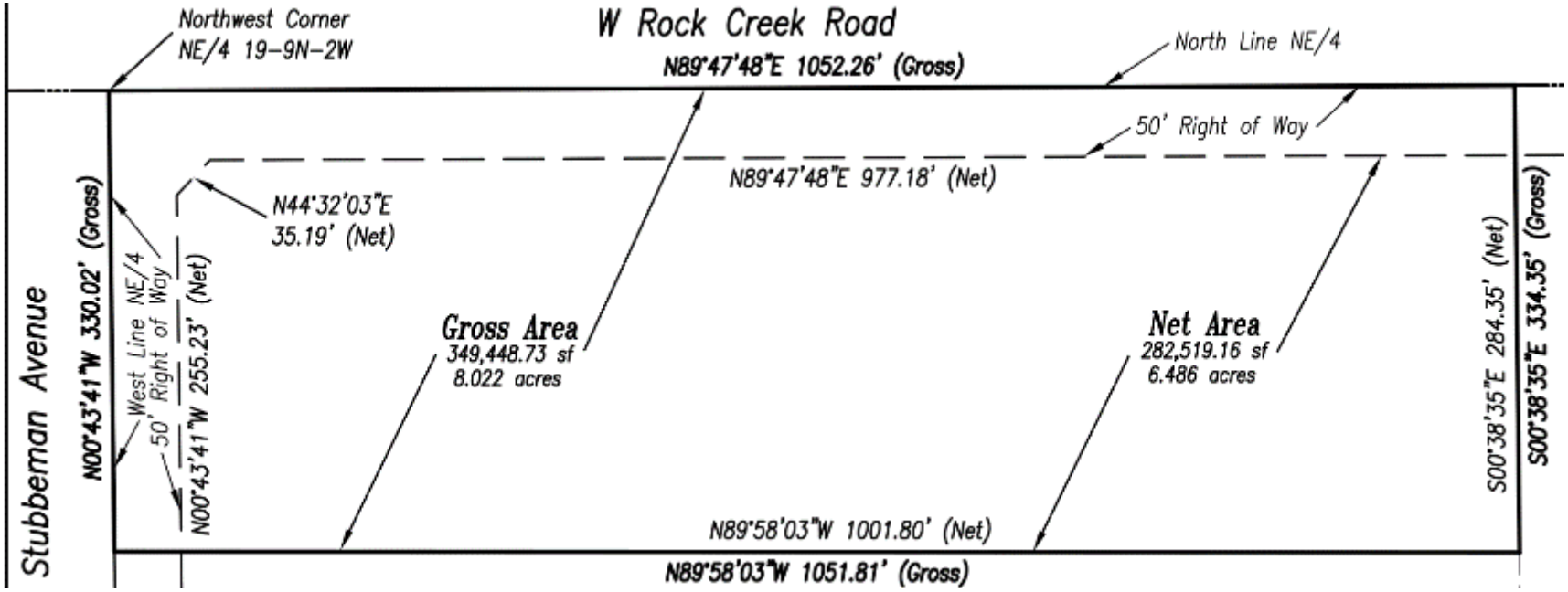
No apparent adverse easements, encroachments, environmental conditions, or other site factors were noted.



Vicinity Map

Section 19, Township 9N, Range 2W
Not To Scale


NORTH
0
120'
240'
Bearings are Based on
the West Line of the NE/4,
Section 19-9N-2W, IM.
as being N 00°43'41" W
R 2 W
W Rock Creek Road
Subject Property
N.W. ¼
N.E. ¼
S.W. ¼
S.E. ¼
Stubbeman Avenue
N Porter Avenue
T 9 N
(Closed)
19
(Closed)
NORTH
Vicinity Map
Section 19, Township 9N, Range 2W
Not To Scale
Northwest Corner
NE/4 19-9N-2W
W Rock Creek Road
N89°47'48"E 1052.26' (Gross)
North Line NE/4
50' Right of Way
N89°47'48"E 977.18' (Net)
N44°32'03"E
35.19' (Net)
Stubbeman Avenue
N00°43'41"W 330.02' (Gross)
West Line NE/4
50' Right of Way
N00°43'41"W 255.23' (Net)
Gross Area
349,448.73 sf
8.022 acres
Net Area
282,519.16 sf
6.486 acres
S00°38'35"E 284.35' (Net)
S00°38'35"E 334.35' (Gross)
N89°58'03"W 1001.80' (Net)
N89°58'03"W 1051.81' (Gross)


Northwest Corner
NE/4 19-9N-2W
W Rock Creek Road
N89°47'48"E 1052.26' (Gross)
North Line NE/4
50' Right of Way
N89°47'48"E 977.18' (Net)
N44°32'03"E
35.19' (Net)
Stubbeman Avenue
N00°43'41"W 330.02' (Gross)
West Line NE/4
50' Right of Way
N00°43'41"W 255.23' (Net)
Gross Area
349,448.73 sf
8.022 acres
Net Area
282,519.16 sf
6.486 acres
S00°38'35"E 284.35' (Net)
S00°38'35"E 334.35' (Gross)
N89°58'03"W 1001.80' (Net)
N89°58'03"W 1051.81' (Gross)


W Rock Creek Rd
W Rock Creek Rd
W Rock Creek Rd
W Rock Creek Rd
W Rock Creek Rd
English Elm Ln
English Elm Ln
Paxton Ct
Hamden Ave
SUBJECT
USPS Maintenance Technical Support Center
Stubbeman Ave
Stubbeman Ave
Research Park Blvd
Norman North Soccer Field
Football field
Baseball Field
Oknoname 02720 Reservoir


W Rock Creek Rd
W Rock Creek Rd
W Rock Creek Rd
W Rock Creek Rd
W Rock Creek Rd
W Rock
SUBJECT
SUBJECT
Stubberman Ave
Stubberman Ave

National Flood Hazard Layer FIRMette



Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee. See Notes. Zone X
- Area with Flood Risk due to Levee Zone D

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/23/2023 at 6:30 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



SUBJECT SITE (VIEW LOOKING SOUTHEAST FROM ROCK CREEK ROAD & STUBBEMAN AVENUE)



SUBJECT SITE (VIEW LOOKING EAST FROM STUBBEMAN AVENUE)



SUBJECT SITE (VIEW LOOKING EAST-N.E. FROM NEAR SOUTHWEST CORNER OF SITE AT SUBBEMAN AVENUE)



SUBJECT SITE (VIEW LOOKING SOUTHWEST FROM ROCK CREEK ROAD NEAR HAMDEN AVENUE)



ROCK CREEK ROAD LOOKING EAST FROM STUBBEMAN AVENUE (SUBJECT SITE TO RIGHT IN FOREGROUND)



STUBBEMAN AVENUE LOOKING SOUTH FROM ROCK CREEK RD. (SUBJECT SITE TO LEFT IN FOREGROUND)



ROCK CREEK ROAD LOOKING WEST FROM HAMDEN AVENUE (SUBJECT SITE TO LEFT IN FOREGROUND)

ASSESSED VALUE AND TAXES:

The Cleveland County Assessor assesses the subject property for ad valorem tax purposes based on 12% of market value. The 2022 tax rate for the subject property was $107.46 per thousand dollars of assessed value. The subject property (±6.486 -acre tract of land) is assessed as part of a much larger 74.67-acre tract of land (with improvements) which extends east to Porter Avenue and encompasses the lake to the east. Following is a summary of the 2022 market value, assessed value, and taxes for the 74.76-acre tract which encompasses the subject property:

Account#: 68335
Parcel I.D.#: SD29 9 2W 19007

	2022 Market Value	x	12%	=	2022 Assessed Value
Land	$ 22,146	x	12%	=	$ 2,657
Improvements	$211,783	x	12%	=	$25,414
Total	$233,929	x	12%	+	$28,071

2022 Taxes: $3,016.50



ASSESSOR'S OWNERSHIP PARCEL MAP (74.67-ACRE PROPERTY WHICH ENCOMPASSES THE SUBJECT PROPERTY)

ZONING:

The subject property has two different types of zoning imposed by the City of Norman. The west ±2.919 acres of the site is zoned "C-2" General Commercial District. The east ±3.567 acres of the site is zoned "RM-6" Medium Density Apartment District. The appraiser has estimated the area of the C-2 land and the RM-6 land based upon the City of Norman zoning map (scaling the dimensions).

The "C-2" General Commercial District is intended for the conduct of personal and business services and the general retail business of the community. Persons living in the community and in the surrounding trade territory require direct and frequent access. Traffic generated by the uses will be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods. Uses permitted within the C-2 district include a wide variety of commercial and retail uses. All uses permitted within the "C-1" Local Commercial District are allowed within the "C-2" General Commercial District. The "C-1" Local Commercial District is intended for the conduct of retail trade and to provide personal services to meet the needs and for the convenience of the people of adjacent residential areas. It is anticipated that this district will be the predominately used commercial district in the community. Copies of the "C-2" and "C-

1” zoning ordinances summarizing the permissible uses and applicable regulations of each district can be found on the following pages.

The ”RM-6” Medium Density Apartment District is designed to encourage the developing of neighborhoods having a variety of dwelling types, including townhouses, thus providing for the varying requirements of families. The regulations are intended to ensure compatibility with adjacent existing and proposed low density apartment development. The RM-6 District allows a wide variety of multi-family residential uses including apartments, townhouses, and many special uses permissible upon review. All uses permitted within the “RM-2” Low Density Apartment District are allowed within the “RM-6” District. The RM-2 District is intended to provide areas for low-density multi-family housing which will be compatible, in terms of limitations of bulk and the providing of open space, with adjoining single-family and two-family development. A copy of the “RM-6” and “RM-2” zoning ordinances summarizing the permissible uses and applicable regulations of each district can be found on the following pages.

The Norman 2025 Land Use & Transportation Plan designates the future use of the west ±2.919 acres of the site currently zoned “C-2” General Commercial District for commercial use and the future use of the east ±3.567 acres of the site currently zoned “RM-6” Medium Density Apartment District for high density residential use.

SEC. 424.1 - C-2, GENERAL COMMERCIAL DISTRICT

(As amended by Ord. No. O-7677-23 – Nov. 30, 1976; O-7980-66 – Aug. 5, 1980; O-8485-89 – June 11, 1985; O-8788-8 – Oct. 13, 1987; O-9192-17 – Nov. 12, 1991; O-9192-18 – Nov. 12, 1991; O-9596-19 – Dec. 12, 1995; O-9798-16 – Dec. 9, 1997; O-9899-7 – Sept. 22, 1998; O-0102-51 – June 25, 2002; O-0304-29 – Oct. 28, 2003; O-0405-60 – Sept. 27, 2005; O-0809-42 – May 26, 2009; O-1213-17 – November 27, 2012; O-1314-13 – November 22, 2013; O-1617-31 – May 23, 2017; O-1819-17 – December 11, 2018; O-1920-4 – August 29, 2019; O-1920-39 – April 23, 2020; O-1920-45 – July 23, 2020; O-2122-16 – October 28, 2021)

1. General description. This commercial district is intended for the conduct of personal and business services and the general retail business of the community. Persons living in the community and in the surrounding trade territory require direct and frequent access. Traffic generated by the uses will be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

2. Uses permitted. Property and buildings in a C-2, General Commercial District, shall be used only for the following purposes:

(a) Any use permitted in C-1, Local Commercial District.

(b) Any Special Use permissible in C-1, except for mixed buildings and crematoriums attached to a funeral parlor or mortuary, Tier III Medical Marijuana Processor, and Medical Marijuana Research Facility, is allowed in the C-2 District. (O-1314-13; O-1920-45)

(c) Amusement enterprises.

(d) New automobile sales and services, new machinery sales and services, and public garage, provided no gas or gasoline is stored above ground; used automobile sales, automobile and machinery repairing if conducted wholly within a completely enclosed building, but not including automobile or machinery wrecking establishments or junk yards.

(e) Automobile, farm implement and machinery repair, sales and service, but not automobile wrecking yards or junk yards.

Automobile service station.
Bakery.
Bath.
Bus terminal.
Carpenter and cabinet shop.
Cleaning and dyeing works.
Drive-in movie theater.
Electric sales and service.
Electric transmission station.
Feed and fuel store.
Frozen food locker.
Glass shop.
Golf course, miniature or practice range.
Heating, ventilating or plumbing supplies, sales and service.
Ice plant or storage house for ice and food housing not more than ten (10) tons capacity.
Laundry.
Lodge hall.
Lumber and building materials sales yard.
Medical Marijuana Dispensary, as allowed by state law. (O-1920-4)
Music, radio or television shop.
Outdoor advertising signs.
Pawn shop.
Printing plant.
Sign painting shop.

Small animal hospital.
Storage warehouse.
Tier I Medical Marijuana Processor, as allowed by state law. (O-1920-39)
Tier II Medical Marijuana Processor, as allowed by state law. (O-1920-39)
Trailer camp.
Used auto sales.
Wholesale distributing center.

(f) Buildings, structures, and uses accessory and customarily incidental to any of the above uses, provided:
  (1) There shall be no manufacture, processing or compounding of products other than such as are customarily incidental or essential to retail establishments.
  (2) The Planning Commission makes a determination that such operations are not objectionable due to noise, odor, dust, smoke, vibration, danger to life and property or other similar causes which are injurious to the health or safety of the neighborhood.

(g) Any other retail or wholesale store, shop or establishment which in the opinion of the Planning Commission is of similar character to those enumerated in this Section and is not more objectionable to the area in which located due to reasons specified in paragraph (f) (2) above.

3. Special Use. The following uses may be permitted, after review, in accordance with Section 434.1: (O-9596-19)

(a) Adult Entertainment Uses as provided in Section 439.1. (O-8788-8)
(b) Metal Casting Studio for works of art.
  (1) Only "works of art" may be produced at the facility.
  (2) The facility may not process more than 2,500 pounds of metal per week.
  (3) The casting process is limited to two days per week, and can only occur between 7:00 a.m. and 7:00 p.m.
  (4) Raw materials and unfinished artwork may be stored outdoors only if such material is completely screened by sight-proof fencing. (O-9899-7)
(c) Bait Shop.
(d) Bar, lounge or tavern. (O-9192-18)
(e) Mini-warehouse, provided that
  (1) A ten-foot (10') landscaped yard shall be maintained along all side or rear property boundaries. If the rear boundary abuts any residential zoning district, the landscape area must be increased to twenty feet. All such landscape areas must be installed outside of any required fencing, which must be opaque if the abutting property is zoned for any residential use, and
  (2) A twenty foot (20') landscape strip shall be maintained across the front of the property, which shall include a minimum six-foot (6') wall composed of masonry and/or wrought iron, and
  (3) All landscape areas shall contain at least one (1) tree per twenty (20) linear feet of perimeter, with evergreen specimens comprising fifty percent (50%) of the total number of trees, and
  (4) The front façade of all buildings abutting a street shall be constructed of brick, masonry, or stone, and
  (5) All remaining perimeter walls must be masonry, brick, or patterned tilt-up concrete designed to simulate their appearance and color. Metal wall siding can only be used on interior walls, and
  (6) All roofs shall be installed with a minimum 4 in 12 pitch, and constructed of composition shingles or standing-seam metal. No galvanized or corrugated metal roofs shall be used, and
  (7) Only fully shielded lighting may be used within the facility. No lighting may be installed on perimeter buildings that is oriented out to the perimeter, and

(8) No new mini-storage facility may be approved that is not at least one-quarter mile away (measured along principal road frontages) from another such facility that is over one acre in size. (O-7980-66; O-0304-29)

(f) Live Entertainment Venue (O-0102-51)

(g) Residential unit for a night watchman or caretaker. (O-7980-14)

(h) Liquified Petroleum Gas sales and storage, when such use is clearly subordinate and accessory to the primary usage of the property.

(i) Mixed building in which one or more dwelling units may be located on the upper floor(s) provided that:
(1) First floor use is a permitted use in the district;
(2) The minimum area of a lot shall be 6,000 square feet. (O-9596-19)

(j) High Impact Institutional Use. (O-0809-42)

(k) Funeral parlor, mortuary, and crematorium so long as the crematorium is attached to the funeral parlor or mortuary and complies with the following conditions and requirements:
(1) Any building which incorporates a crematorium use shall meet the setback requirements of the underlying zoning district.
(2) Facilities shall meet all applicable state and federal requirements for incineration equipment and shall be licensed at all times.
(3) All storage shall be inside.
(4) Incinerator stacks shall not be located on the front side of the roof of any structure facing the street. (O-1314-13)

(l) Crematorium, subject to all the following conditions and requirements:
(1) Crematoriums shall meet the setback requirements of the underlying zoning district, except that they will be located a minimum of 400 feet from any RE, R-1, R-2, and R-3 zoning districts and 100 feet from all other zoning districts measured from the closest point of the building to the nearest residential district.
(2) Facilities shall meet all applicable state and federal requirements for incineration equipment and shall be licensed at all times.
(3) All storage shall be inside.
(4) Incinerator stacks shall not be located on the front side of the roof of any structure facing the street.
(5) Crematoriums shall have direct vehicle access to an arterial street. (O-1213-17)

(m) Municipal use, public buildings and public utility. (O-1617-31)

(n) Medical Marijuana Education Facility, as allowed by state law. (O-1920-4)

(o) Medical Marijuana Research Facility, as allowed by state law. (O-1920-4)

(p) Medical Marijuana Testing Laboratory, as allowed by state law. (O-1920-4)

(q) Tier III Medical Marijuana Processor, as allowed by state law. (O-1920-39)

(r) Medical Marijuana Waste Facility (incineration only), as allowed by state law. (O-2122-16)

4. Area regulations.

(a) Front yard: All buildings shall be set back from any abutting street right-of-way at least ten (10) feet. Across the entire front of all lots (and the street side of any corner lot) in plats filed after November 7, 2005 a minimum ten (10) foot landscape strip shall be installed, which may not be encroached upon by parking. One eight (8) foot tall shade (canopy) tree per each twenty (20) feet of lot frontage and one (1) three (3)-gallon shrub per five (5) feet of building frontage shall be installed within this landscape strip. Clustering of these required plantings may be allowed, if approved by the City Forester or his designee. Such planting should be covered by the three (3) year maintenance bond required when new landscaping is installed with the parking lot on the same tract. All species are to be approved by the City Forester. (O-9798-16; O-0405-60)

(b) Side Yard: For uses other than dwelling, no side yard shall be required except on the side of a lot adjoining a residential zoning district in which case there shall be a side yard of not less

than five (5) feet. (O-0405-60)

(c) Rear yard shall not be required for retail establishment; except where a rear lot line abuts upon a dwelling district and the commercial building is designed to be serviced from the rear, there shall be provided a rear yard of not less than thirty (30) feet for lots without alleys and twenty (20) feet for lots with alleys; and further provided that in no case where the rear lot line abuts a dwelling district shall the commercial building be erected closer than three (3) feet to the rear lot line.

5. Height regulations. There shall be no height limit for any building or structure in this District.

SEC. 423.2 - C-1, LOCAL COMMERCIAL DISTRICT

(As amended by Ord. No. O-8485-62 – February 5, 1985; O-8485-89 – June 11, 1985; O-9192-17 – November 12, 1991; O-9192-18 – November 12, 1991; O-9596-19 – December 12, 1995; O-9697-51 – June 10, 1997; O-0102-26 – March 12, 2002; O-0102-51 – June 25, 2002; O-0203-46 – May 27, 2003; O-0304-29 – October 28, 2003; O-0405-60 – September 27, 2005; O-1314-13 – November 22, 2013; O-1617-31 – May 23, 2017; O-1718-51 – August 23, 2018; O-1819-17 – December 11, 2018; O-1920-4 – August 29, 2019; O-1920-39 – April 23, 2020; O-1920-45 – July 23, 2020)

1. General description. This commercial district is intended for the conduct of retail trade and to provide personal services to meet the regular needs and for the convenience of the people of adjacent residential areas. It is anticipated that this district will be the predominately used commercial district in the community. Because these shops and stores may be an integral part of the neighborhood closely associated with residential, religious, recreational, and educational elements, more restrictive requirements for light, air, open space, and off-street parking are made than are provided in other commercial districts.

2. Uses permitted. Property and buildings in a C-1, Local Commercial District, shall be used only for the following purposes:

(a) Any use permitted in CO, except for Medical Marijuana Testing Laboratories as set forth in 423.1.2(a)(4). (O-1920-45)

(b) The following uses shall be permitted provided that no individual use shall exceed a Gross Floor Area of 35,000 square feet and that no outdoor storage or display of materials or goods is permitted:

Antique shop.
Appliance Store.
Artist materials supply, or studio.
Automobile parking lots.
Automobile supply store.
Baby shop.
Bakery goods store.
Bank.
Barber shop, or beauty parlor.
Book or stationery store.
Camera shop.
Candy store.
Catering establishment.
Child care establishment.
Clothing or apparel store.
Dairy products or ice cream store.
Delicatessen store.
Dress shop.
Drug store or fountain.
Dry Cleaning and Laundry Plant with no more than three (3) dry cleaning machines and/or Laundry Pick-up Station (O-0102-26)
Dry goods store.
Fabric or notion store.
Florist.
Furniture Store
Gift Shop.
Grocery or supermarket.
Hardware store.
Hotel or motel.
Interior decorating store.
Jewelry shop.

Key shop.
Leathergoods shop.
Medical Marijuana Dispensary, as allowed by state law. (O-1920-4)
Messenger or telegraph service.
Office business.
Outdoor or indoor courts for handball, racquet ball, tennis, or sports activity of a similar nature (lighted outdoor courts shall not to be operated later in the evening than 10:00 p.m. and lighting must be arranged to direct light away from any adjoining property in a residential district).
Painting and decorating shop.
Pet shop.
Pharmacy.
Photographer's studio.
Radio and television sales and service.
Restaurant. A restaurant may include live entertainment and/or a dance floor, (all such activity fully within an enclosed building) provided the kitchen remains open with full food service whenever live entertainment is offered. (O-0102-51)
Retail spirits store. (O-1718-51)
Self service laundry.
Sewing machine sales.
Sporting goods sales.
Shoe store or repair shop.
Tailor shop.
Theater (excluding drive-in theaters), including one that sells alcoholic beverages in compliance with state law. (O-1718-51)
Tier I Medical Marijuana Processor, as allowed by state law. (O-1920-39)
Tier II Medical Marijuana Processor, as allowed by state law. (O-1920-39)
Toy store.

(c) Any other retail store, shop or establishment serving the neighborhood in the manner stated above which in the opinion of the Planning Commission is similar in character to those above enumerated and is not more obnoxious or detrimental to the area in which it is located, by reason of noise, offensive odor, smoke, dust, vibration, traffic congestion or danger to life and property.

(d) Name plate and sign relating only to the use of the store and premises or products sold on the premises.

(e) Accessory buildings used primarily for any of the above enumerated purposes may not have more than forty (40) percent of the floor area devoted to purposes incidental to such primary use.

NOTE: The following uses are specifically prohibited: Laundry and dry cleaning establishments where cleaning or laundering is done on premises, major auto repairs, and manufacturing. (O-1971)

3. Special Use. The following uses may be permitted, after review, in accordance with Section 434.1:

(a) Emergency Medical Transportation Services. (O-0203-46)

(b) Funeral parlor, mortuary, and crematorium so long as the crematorium is attached to the funeral parlor or mortuary and complies with the following conditions and requirements:

(1) Any building which incorporates a crematorium use shall meet the setback requirements of the underlying zoning district.

(2) Facilities shall meet all applicable state and federal requirements for incineration equipment and shall be licensed at all times.

(3) All storage shall be inside.

(4) Incinerator stacks shall not be located on the front side of the roof of any structure facing the street. (O-1314-13)

(c) Mixed building in which one or more dwelling units may be located on the second floor provided that:
  (1) First floor use is a permitted use in the district;
  (2) Only two-story structures are involved;
  (3) The minimum area of a lot shall be 6,000 square feet;
  (4) The ratio of floor area to lot area shall not exceed six tenths (0.6).

(d) Automobile Service Station.

(e) Any use listed in Section 423.2.2(b) which exceeds a Gross Floor Area of 35,000 square feet.

(f) Liquified Petroleum Gas sales and storage, when such use is clearly subordinate and accessory to the primary usage of the property.

(g) Municipal use, public buildings and public utility. (O-1617-31)

(h) Medical Marijuana Education Facility, as allowed by state law. (O-1920-4)

(i) Medical Marijuana Research Facility, as allowed by state law. (O-1920-4)

(j) Medical Marijuana Testing Laboratory, as allowed by state law. (O-1920-4)

(k) Tier III Medical Marijuana Processor, as allowed by state law. (O-1920-39)

4. Area requirements.

(a) Front Yard: A twenty-five (25) foot setback is required for all buildings. Across the entire front of all lots (and the street side of any corner lot) in plats filed after November 7, 2005 a minimum ten (10) foot landscape strip shall be installed, which may not be encroached upon by parking. One eight (8) foot tall shade (canopy) tree per each twenty (20) feet of lot frontage and one (1) three (3)-gallon shrub per five (5) feet of building frontage shall be installed within this landscape strip. Clustering of these required plantings may be allowed, if approved by the City Forester or his designee. Such planting should be covered by the three (3) year maintenance bond required when new landscaping is installed with the parking lot on the same tract. All species are to be approved by the City Forester. (O-0405-60)

(b) Side Yard:
  (1) For uses other than dwelling, no side yard shall be required except on the side of a lot adjoining a dwelling district in which case there shall be a side yard of not less than five (5) feet.
  (2) Whenever the rear lot line of a corner lot of a local business district abuts a dwelling district, the side yard setback adjacent to the street shall be fifteen (15) feet.

(c) Rear Yard:
  (1) Rear yard shall not be required for retail establishments; except where a rear lot line abuts upon a dwelling district and the commercial building is designed to be serviced from the rear, there shall be provided a rear yard of not less than thirty (30) feet for lots without alleys and twenty (20) feet for lots with alleys; and further provided that in no case where the rear lot lines abut a dwelling district shall the commercial building be erected closer than three (3) feet to the rear lot line.

5. Height regulations. Except as provided in Article XII, Section 431.3 of this Code, no building shall exceed two and one-half (2-1/2) stories or thirty-five (35) feet in height.

SEC. 422.3 - RM-6, MEDIUM DENSITY APARTMENT DISTRICT

(As amended by Ord. No. O-7778-60 – May 2, 1978; O-7778-68 – October 3, 1978; O-8990-42 – July 24, 1990; O-9293-38 – August 24, 1993; O-9596-19 – December 12, 1995; O-9697-6 – August 27, 1996; O-0708-36 – April 22, 2008; O-1718-47 – July 26, 2018)

1. Purposes. The RM-6 District is designed to encourage the developing of neighborhoods having a variety of dwelling types, including townhouses, thus providing for the varying requirements of families. The regulations are intended to ensure compatibility with adjacent existing and proposed low density apartment development.

2. Uses permitted. Property and buildings in the RM-6 District shall be used only for the following purposes:

(a) Any uses permitted in the RM-2 District.
(b) Apartment buildings.
(c) Townhouse development, the plat of which meets the requirements of Article XII, Section 432.2 of this Code.
(d) Accessory buildings and uses customarily incidental to any of the above uses when located on the same lot.

3. Special Use. The following uses may be permitted, after review, in accordance with Section 434.1:

(a) Municipal Use, public building and public utility. (O-9596-19)
(b) Public or private golf courses, including any country clubs, club houses, or any accessory commercial enterprises. (O-9596-19)
(c) Church, temple or other place of worship. (O-9596-19)
(d) School offering general educational courses the same as ordinarily given in public schools and having no rooms regularly used for housing and sleeping. (O-9596-19)
(e) Type I Bed and Breakfast Establishment. (O-8990-42; O-9293-38)
(f) Type II Bed and Breakfast Establishment. (O-9293-38)
(g) Child Care Center, as specified in Section 438.3. (O-8990-42; O-9293-38; O-9596-19)
(h) Library/Museum. (O-8990-42; O-9293-38; O-9596-19)
(i) Off-street parking lot to be used as open space for vehicular parking, provided that such parking lot is adjacent to the land on which the principal use is located or separated therefrom only by a street or alley if the principal use is in the CO, C-1, C-2, C-3, I-1, I-2, R-1, R-2, or R-3 Districts. This shall not be construed as permitting separately operated commercial parking lots. (O-8990-42; O-9293-38; O-9596-19; O-0708-36)
(j) Fraternal service organization not conducted for profit.
(k) Office buildings for professional, business, administrative, and medical personnel, provided that:
    (1) No retailing, wholesaling, or servicing of merchandise shall be permitted on the premises;
    (2) No storage or display of merchandise to be serviced or offered for sale elsewhere be permitted on the premises.
(l) Funeral parlor, mortuary.

(m) Pre-packaged food store and toiletries within apartment buildings or complexes wherein there are a minimum of 150 family dwelling units, provided that:
  (1) Such store is limited to the main floor or below of the building in which it is located;
  (2) There is no direct entrance thereto from any public street, sidewalk or other public way;
  (3) No part of such store, or its entrance, is visible from any public way, street or sidewalk;
  (4) That such store shall not be advertised in any manner;
  (5) In reviewing any application for permission to establish and operate any such store in any apartment building or complex, the following matters shall be considered:
    [a] The proximity of other business or commercial districts, and whether or not the proposed store would constitute an independent commercial enterprise, as opposed to any "accessory" use to the tenants of the apartment complex;
    [b] Service entrances for delivery vehicles and adequate space for the parking of customers;
    [c] The size and character of the apartment building or complex, since the tenants thereof will be expected to furnish substantially all of the financial support of such store.
  (6) Any ordinance hereafter enacted granting permission for the establishment and operation of any pre-packaged food store after review, may set forth restrictions as to the space to be occupied, provisions for the automatic termination of permission for violations, and any other reasonable conditions which to the Commission may seem proper.

(n) Convalescent home, rest home, or nursing home; or, fraternity or sorority house, provided that where any such use abuts another property in a residential district, the minimum yards along the common boundaries shall be at least twenty (20) feet. (O-9697-6)

(o) Rooming or Boarding House, subject to the requirements of Section 432.4. (O-9697-6)

4. Area regulations. Property and buildings in the RM-6 District shall be subject to the following area regulations:

(a) Front Yard: The minimum depth of the front yard shall be twenty-five (25) feet. (O-0708-36)

(b) Side Yard: The minimum width of the side yard shall be five (5) feet, except as required for tall or accessory buildings by the provisions of Subsection 422.3.5 hereof. (O-0708-36)

(c) Rear Yard: The minimum depth of the rear yard shall be twenty (20) feet. One story unattached buildings of accessory use shall be set back one (1) foot from the utility easement or alley line. (O-0708-36)

(d) Intensity of Residential Use: One-family and two-family dwellings.
  (1) Minimum Lot Area: The minimum area of a lot for single family use shall be five thousand (5,000) square feet, subject to the provisions of Article XII, Section 431.1 (g) of this Code, and the minimum area of a lot for two-family use shall be sixty-five hundred (6,500) square feet.
  (2) Building Coverage: Main buildings shall not cover more than forty percent (40%) of the lot area; accessory buildings shall not cover more than twenty percent (20%) of the rear yard. (O-0708-36)

(e) Intensity of Residential Use: Apartment houses and quasi-unit quarters.
  (1) Minimum Lot Area: The minimum area of a lot for apartment house use shall be nine thousand (9,000) square feet.
  (2) Floor Area Ratio: The ratio of floor area to the land area of the site shall not exceed four-tenths (0.4).

(3) Open Space Ratio: The ratio of open space to floor area shall be at least one and eight-tenths (1.8).

(4) Livability Space Ratio: The ratio of livability space to floor area shall be at least ninety-five hundredths (0.95). (O-1961)

(5) Recreation Space Ratio: The ratio of recreation space to floor area shall be at least thirteen hundredths (0.13).

(f) Intensity of Non-Residential Use: In any non-residential building, the ratio of floor area to lot area shall not exceed one-half (0.5).

(g) Impervious Area: The total amount of impervious area, including all buildings and permanently paved areas shall not cover more than sixty-five (65) percent of a lot. (O-0708-36)

(h) Within the Central Core Area of Norman (see map exhibit to Sec. 431.7), any two-family (duplex) structure with four or more bedrooms per unit is required to be sprinkled per the requirement in Section P2904 of the International Residential Code (IRC) or NFPA 13D, or as these documents are amended. (O-1718-47)

5. Height regulations.

(a) Structures exceeding three stories in height shall be set back from side and rear lot lines abutting other property in residential districts at least five (5) feet for each story above three. (O-0708-36)

(b) Any accessory building shall not exceed a wall height of ten (10) feet unless the required side and rear yard setbacks are increased by one (1) foot for each additional foot of wall height above ten (10) feet. Provided, however, that no accessory building shall exceed the height of the principal building to which it is accessory. (O-0708-36)

SEC. 422.1 - RM-2, LOW DENSITY APARTMENT DISTRICT

(As amended by Ord. No. O-7677-10 – November 2, 1976; Ord. O-7778-60 – May 2, 1978; O-7778-68 – October 3, 1978; O-8182-45 – March 9, 1982; O-8990-42 – July 24, 1990; O-9293-38 – August 24, 1993; O-9596-19 – December 12, 1995; Ord. O-9697-6 – August 27, 1996; O-0708-36 – April 22, 2008; O-1718-47 – July 26, 2018)

1. Purposes. The RM-2 District is designed to provide areas for low-density multifamily housing which will be compatible, in terms of limitations of bulk and the providing of open space, with adjoining single family and two-family development.

2. Uses permitted. Property and buildings in the RM-2 District shall be used only for the following purposes:

(a) Any uses permitted in the R-1 District.
(b) Attached single family dwellings or detached zero lot line single family dwellings, provided that such uses comply with the area regulations in Section 421.3.4 of this Code.
(c) Two-family dwelling (duplex), or a single family dwelling with a garage apartment. (O-1718-47)
(d) Apartment buildings, containing four or fewer units.
(e) Accessory buildings and uses customarily incidental to any of the above uses when located on the same lot.

3. Special Use. The following uses may be permitted, after review, in accordance with Section 434.1:

(a) Municipal use, public building and public utility. (O-9596-19)
(b) Public or private golf courses, including any country clubs, club houses, or any accessory commercial enterprises. (O-9596-19)
(c) Church, temple or other place of worship. (O-9596-19)
(d) School offering general educational courses the same as ordinarily given in public schools and having no rooms regularly used for housing and sleeping. (O-9596-19)
(e) Type I Bed and Breakfast Establishment. (O-8990-42; O-9293-38)
(f) Type II Bed and Breakfast Establishment. (O-9293-38)
(g) Child Care Center. (O-8990-42; O-9293-38)
(h) Library/Museum. (O-8990-42; O-9293-38)
(i) Off-street parking lot to be used as open space for vehicular parking, provided that such parking lot is adjacent to the land on which the principal use is located or separated therefrom only by a street or alley if the principal use is in the CO, C-1, C-2, C-3, I-1, I-2, R-1, R-2, or R-3 Districts. This shall not be construed as permitting separately operated commercial parking lots. (O-8990-42; O-9293-38; O-0708-36)
(j) Convalescent home, rest home, or nursing home; or, a fraternity or sorority house, provided that where any such use abuts another property in a residential district, the minimum yards along the common boundaries shall be at least twenty (20) feet. (O-9697-6)
(k) Rooming or Boarding House, subject to the requirements of Section 432.4. (O-9697-6)

4. Area regulations. Property and buildings in the RM-2 District shall be subject to the following area regulations:

(a) Front Yard: The minimum depth of the front yard shall be twenty-five (25) feet. (O-0708-36)
(b) Side Yards: The minimum width of the side yard for any use including a garage apartment shall be at least five (5) feet, except as provided in Article XII, Section 431.1 of this Code. (O-0708-36)

(c) Rear Yard: The minimum depth of the rear yard shall be twenty (20) feet; one story unattached buildings of accessory use shall be set back one (1) foot from the utility easement or alley line, and garage apartments shall be set back ten (10) feet from the rear lot line. (O-0708-36)

(d) Lot Width: There shall be a minimum lot width of fifty (50) feet at the building line for a single family dwelling or for a two-family dwelling, and ten (10) feet additional width for each additional family occupying the lot. Such lot shall abut on a street not less than thirty-five (35) feet.

(e) Intensity of use:

(1) The minimum area of a lot for residential use shall be five thousand (5,000) square feet, subject to the provisions of Article XII, Section 431.1, Paragraph (g) of this Code.

(2) There shall be not less than thirty-two hundred and fifty (3,250) square feet of lot area per family on any lot.

(3) The ratio of floor area to lot area shall not exceed 0.40. (O-0708-36)

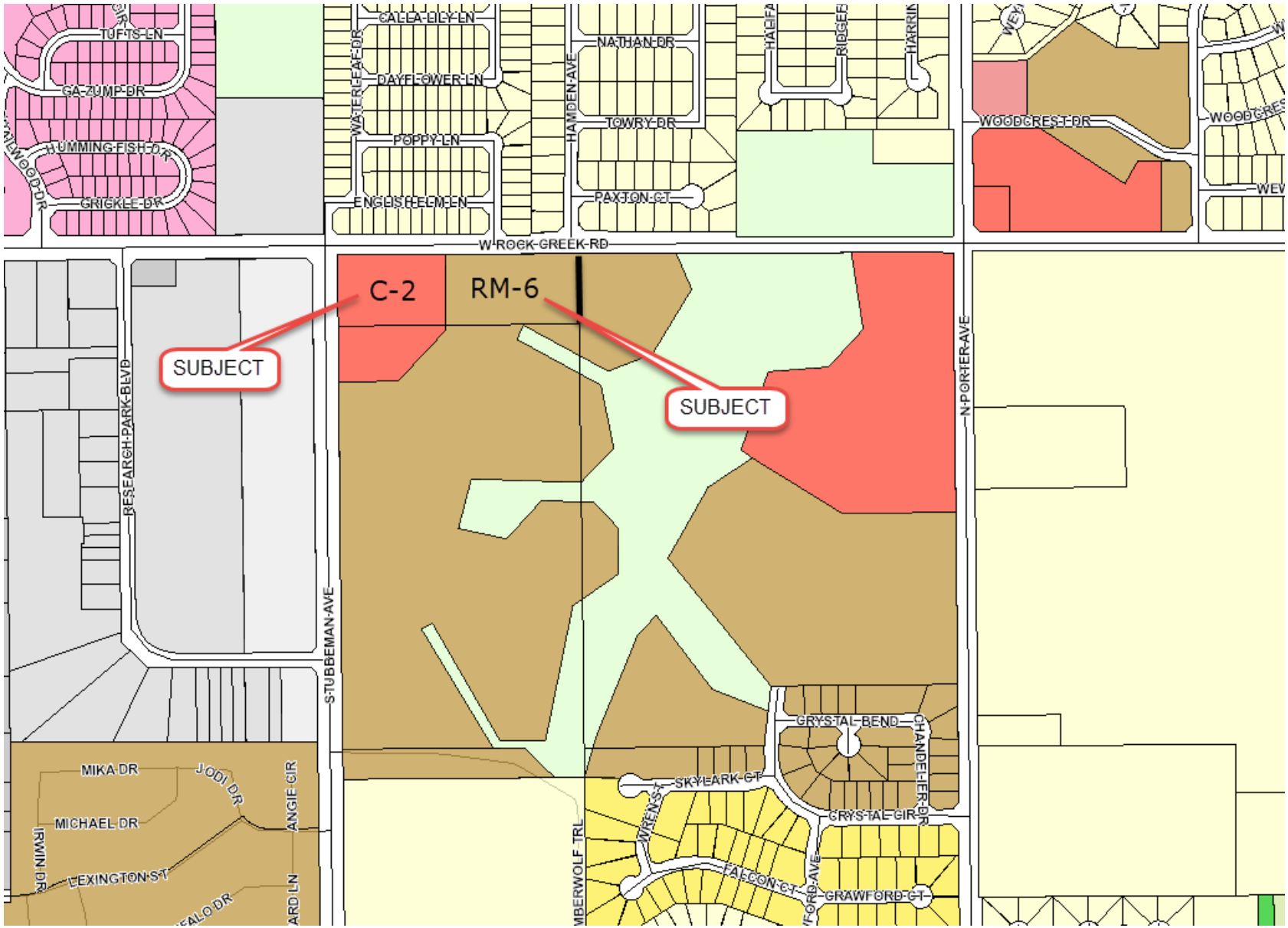
(4) Impervious Area: The total amount of impervious area, including all buildings and permanently paved areas shall not cover more than sixty-five (65) percent of a lot. Paving for parking as required in Section 431.5, including other impervious surfaces, shall not cover more than fifty percent (50%) of the required twenty-five (25) foot front yard, and comply with 431.7(1)(c). Total impervious area of the front yard can be increased to seventy percent (70%) when one or more of the following circumstances occur: (a) the driveway is needed to access a garage for three or more cars, (b) the driveway is part of a circular driveway that includes a landscaped separation from the sidewalk, or (c) the driveway is located on a cul-de-sac lot with lot frontage of less than forty (40) feet. (O-0708-36)

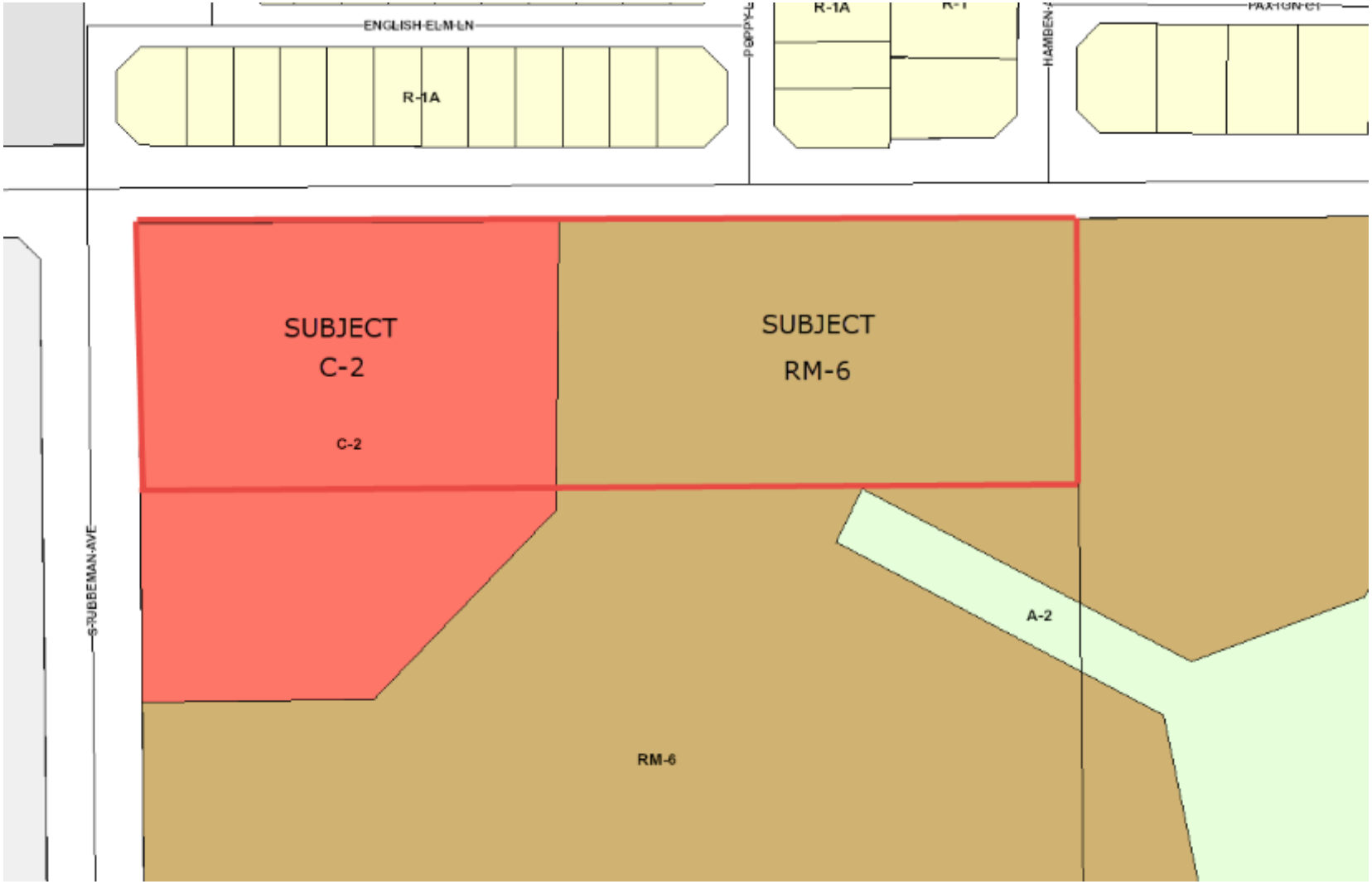
(f) Within the Central Core Area of Norman (see map exhibit to Sec. 431.7), any two-family (duplex) structure with four or more bedrooms per unit is required to be sprinkled per the requirement in Section P2904 of the International Residential Code (IRC) or NFPA 13D, or as these documents are amended. (O-1718-47)

5. Height Regulations.

(a) Except as provided in Article XII, Section 431.3 of this Code, no building shall exceed three stories in height. (O-0708-36)

(b) Any accessory building shall not exceed a wall height of ten (10) feet unless the required side and rear yard setbacks are increased by one (1) foot for each additional foot of wall height above ten (10) feet. Provided, however, than no accessory building shall exceed the height of the principal building to which it is accessory. (O-0708-36)


C-2
RM-6
SUBJECT
SUBJECT
W ROCK CREEK RD
STUBBEMAN AVE
RESEARCH PARK BLVD
N PORTER AVE
TUFTS LN
GA ZUMP DR
HUMMING FISH DR
GRIGKLE DR
CALLA LILY LN
DAYFLOWER LN
POPPY LN
ENGELHELM LN
NATHAN DR
TOWRY DR
PAXTON CT
WOODCREST DR
MIKA DR
JODI DR
MICHAEL DR
LEXINGTON ST
ANGIE CIR
CRYSTAL BEND
CHANDELIER DR
SKYLARK CT
CRYSTAL CIR
WREN ST
FALCON CT
CRAWFORD CT


ENGLISH ELM LN
R-1A
R-1A
SUBJECT
C-2
C-2
SUBJECT
RM-6
A-2
RM-6

HIGHEST AND BEST USE:

Fundamental to the appraisal concept is the theory of highest and most profitable use of the land. The valuation of land is manifest in the use which produces the highest net return to the land. The valuation of the subject site is, therefore, dependent upon the use.

Highest and best use may be defined as:

> "The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, and financially feasible, and that results in the highest value." (The Dictionary of Real Estate Appraisal, Fourth Edition, Page 135, Appraisal Institute, 2002)

In addition to being reasonably probable, the highest and best use of both the land as though vacant and the property as improved must met four implicit criteria. That is, the highest and best use must be:

1. Physically possible
2. Legally permissible
3. Financially feasible
4. Maximally productive

These criteria are often considered sequentially. The tests of physical possibility and legal permissibility must be applied before the remaining tests of financial feasibility and maximum productivity.

The highest and best use of the land as if vacant and available for use may be different from the highest and best use of the improved property. This occurs when the improvement is not an appropriate use, but still makes a contribution to the total property value in excess of the value of the land.

The following tests must be met when estimating highest and best use. The use must be legal and permissible, not speculative or conjectural. A demand for the use must exist and it must yield the highest net return to the land for the longest period.

Physically Possible Use:

The first constraint of the possible use of the property is dictated by the physical characteristics of the site. The size and location of the parcel are the most important determinants of value. In general, the larger the site the greater its potential to achieve economies of scale and flexibility in development.

The size of the parcel and the provisions of the zoning have considerable influence on the site's ultimate development. The key determinant in the development of the appraised site is the permitted size of the project. The subject property consists of a rectangular shaped tract of land with a total area of ±6.486 acres with 977.18 feet of frontage on Rock Creek Road and 255.23 feet of frontage on

Stubbeman Avenue. By virtue of the size and shape of the tract, the subject property lends itself to a variety of possible uses. The physical aspects of the property do not impose extraordinary constraints on its development.

Legally Permissible Use:

The only legal restrictions that apply to the site are private restrictions and the restrictions of public zoning. No private restrictions were found. The subject property has two different types of zoning imposed by the City of Norman. The west ±2.919 acres of the site is zoned "C-2" General Commercial District. The east ±3.567 acres of the site is zoned "RM-6" Medium Density Apartment District.

The "C-2" General Commercial District is intended for the conduct of personal and business services and the general retail business of the community. Persons living in the community and in the surrounding trade territory require direct and frequent access. Traffic generated by the uses will be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods. Uses permitted within the C-2 district include a wide variety of commercial and retail uses. All uses permitted within the "C-1" Local Commercial District are allowed within the "C-2" General Commercial District. The "C-1" Local Commercial District is intended for the conduct of retail trade and

to provide personal services to meet the needs and for the convenience of the people of adjacent residential areas. It is anticipated that this district will be the predominately used commercial district in the community.

The ”RM-6” Medium Density Apartment District is designed to encourage the developing of neighborhoods having a variety of dwelling types, including townhouses, thus providing for the varying requirements of families. The regulations are intended to ensure compatibility with adjacent existing and proposed low density apartment development. The RM-6 District allows a wide variety of multi-family residential uses including apartments, townhouses, and many special uses permissible upon review. All uses permitted within the “RM-2” Low Density Apartment District are allowed within the “RM-6” District. The RM-2 District is intended to provide areas for low-density multi-family housing which will be compatible, in terms of limitations of bulk and the providing of open space, with adjoining single-family and two-family development.

Financially Feasible Use:

Of the uses which are physically possible and legally permissible, some uses may not be considered feasible due to market conditions or the location and surrounding land uses in the area. The subject property is an area with a variety of land uses. The predominate

land use in the subject area is single-family residential. The two square mile area to the north, northeast, and northwest of the subject bounded by Rock Creek Road on the south, 12th Avenue N.W. on the west, Tecumseh Road on the north, and 12th Avenue N.E. on the east is about 90% developed with single-family residential subdivisions along with some apartments and some commercial uses. Norman North High School is situated directly south of the subject. The United States Postal Service Maintenance Technical Support Center is situated directly west of the subject. Further west and southwest are two industrial parks which are almost fully built-up. There is a new apartment complex on the north side of Tecumseh Road due west of 12th Avenue N.W. There is an area of duplexes along the south side of Robinson Street to the east of Stubbeman Avenue. There are commercial uses along Robinson Street, Porter Avenue, and 12th Avenue N.E. In recent years, there has been extensive new multi-family residential development (apartments and multi-unit two-story dwellings) taking place in the area north of the University of Oklahoma main campus. Commercial uses and multi-family residential uses appear to be the most feasible uses of the subject property.

Maximally Productive Use:

Of the uses which are physically possible, legally permissible, and financially feasible, the maximally productive use is estimated to be a mix of commercial and multi-family development.

Highest and Best Use "As Vacant Site":

In the final analysis, a determination must be made as to which feasible use is the highest and best use. Of the uses which are physically possible, legally permissible, and financially feasible, with consideration given to current market conditions in the area, the highest and best use of the subject site as vacant and available for use today is a mix of commercial and multi-family residential development.

THE APPRAISAL PROCESS:

In the appraisal of real property, to arrive at an estimate of market value for the subject site being considered, it is the appraisal practice to search, study, and assemble as much information as possible pertaining to value that can be collected from the marketplace, and to utilize this information in three separate approaches to an estimate of value. These three approaches are: the Cost Approach, Income Capitalization Approach, and the Sales Comparison Approach.

Cost Approach - A method in which the value of a property is derived by estimating the replacement cost of the improvements, deducting therefrom the estimated depreciation, and then adding the value of the land as estimated by use of the Sales Comparison Approach.

Income Capitalization Approach - An appraisal technique in which the anticipated net income is processed to indicate the capital amount of investment, which produces the net income. The capital amount called the CAPITALIZED VALUE is, in effect, the sum of the anticipated annual rents less the loss in interest until the time of collection. The reliability of this technique is dependent upon four conditions, namely, (a) the reasonableness of the estimate of the anticipated net annual income; (b) the duration of the net annual income, usually the

economic life of the building; (c) the capitalization (discount rate); and (d) the method of conversion (income to capital).

Sales Comparison Approach - An appraisal technique in which the market value estimated is predicated upon prices paid in actual market transactions and current listings, the former fixing the lower limit of value in a static or advancing market (price wise), and fixing the higher limit of value in a declining market; and the latter fixing the higher limit in any market. It is a process of correlation and analysis of similar, recently sold properties. The reliability of this technique is dependent upon: (a) degree of comparability of each property with the property under appraisal; (b) the time of the sale; (c) the verification of sales data; and (d) the absence of unusual conditions affixing the sale.

After arriving at an indication of value by the three approaches, these are correlated into a single conclusion of value based on the approach that has the highest quality and quantity of data available, and the one in which the market participant typically has the greatest confidence.

The subject property consists of an unimproved 6.486-acre tract of land zoned for mixed use. The Cost Approach is not applicable as there are no improvements involved. The Income Capitalization

Approach is not applicable as properties of this type are not typically leased and no reliable ground lease data is available. The only applicable approach to value for the subject property is the Sales Comparison Approach.

SALES COMPARISON APPROACH

The Sales Comparison Approach is a method of estimating market value in which a subject property is compared with comparable properties that have been sold recently. Preferably, all properties are in the same geographic area. One premise of the Sales Comparison Approach is that the market will establish a price for the subject property in the same manner that the prices of comparable competitive properties are established.

The sale prices of the properties deemed most comparable to the subject property tend to set the range in which the value of the subject property will fall. Further consideration of the comparative data allows the appraiser to derive a figure representing the value of the appraised property, in keeping with the definition of value sought, as of the effective date of the appraisal.

Essentially, the Sales Comparison Approach is a systematic procedure for comparison. In applying the Sales Comparison Approach, an appraiser:

1. Researches the market to obtain information about transactions, listings, and other offerings of properties similar to the subject property.

2. Verifies the information through a knowledgeable source, preferably one of the participants in the transaction, by considering whether the data obtained is factually accurate and the transactions reflect arm's length market considerations.

3. Determines relevant units of comparison – for example, acre, square foot, multiplier, etc. – and develops a comparative analysis for each unit.

4. Compares the subject property and comparable sales and adjusts the sale price of each comparable appropriately or eliminates the property as a comparable.

5. Reconciles the several value indications derived from the comparables into a single value indication.

Estimating the degree of comparability between two properties necessitates a judgment about their similarity. This judgment is based on consideration of elements of comparison – i.e., the characteristics of properties and transactions that cause prices to vary. The elements of comparison are: (1) real property rights conveyed; (2) financing terms; (3) conditions of sale; (4) expenditures made immediately after purchase; (5) market conditions; (6) location; (7) physical characteristics(size, construction quality, condition, etc.); (8) economic characteristics(operating expenses, lease provisions, management, tenant mix, etc.); (9) use(zoning); and (10) non-realty components of value. Adjustments for these elements are made to the price of each comparable property as appropriate.

The appraiser has conducted a thorough search for and an analysis of recent sales of comparable unimproved tracts of land with similar zoning or highest and best use in the Norman area which are summarized on the following pages. Separate valuations have been made of the land zoned "C-2" General Commercial District and the land zoned "RM-6" Medium Density Apartment District.

VALUATION OF LAND ZONED "C-2" GENERAL COMMERCIAL DISTRICT

COMPARABLE COMMERCIAL LAND SALE NO. 1:

Location: North side of Rock Creek Road
148.57 feet due east of Pendleton Drive
Norman, Oklahoma

Legal Desc.: Unit 1B, of the Replat of Legacy Business Park, Section 1, Block 2, an addition to Norman, Cleveland County, Oklahoma

Size: 82,792 S.F. or 1.901 acres

Zoning: "C-2" General Commercial District

Buyer: Cross Development CC Norman, LLC

Seller: Legacy Business Park Development, LLC

Date of Sale: September 9, 2021

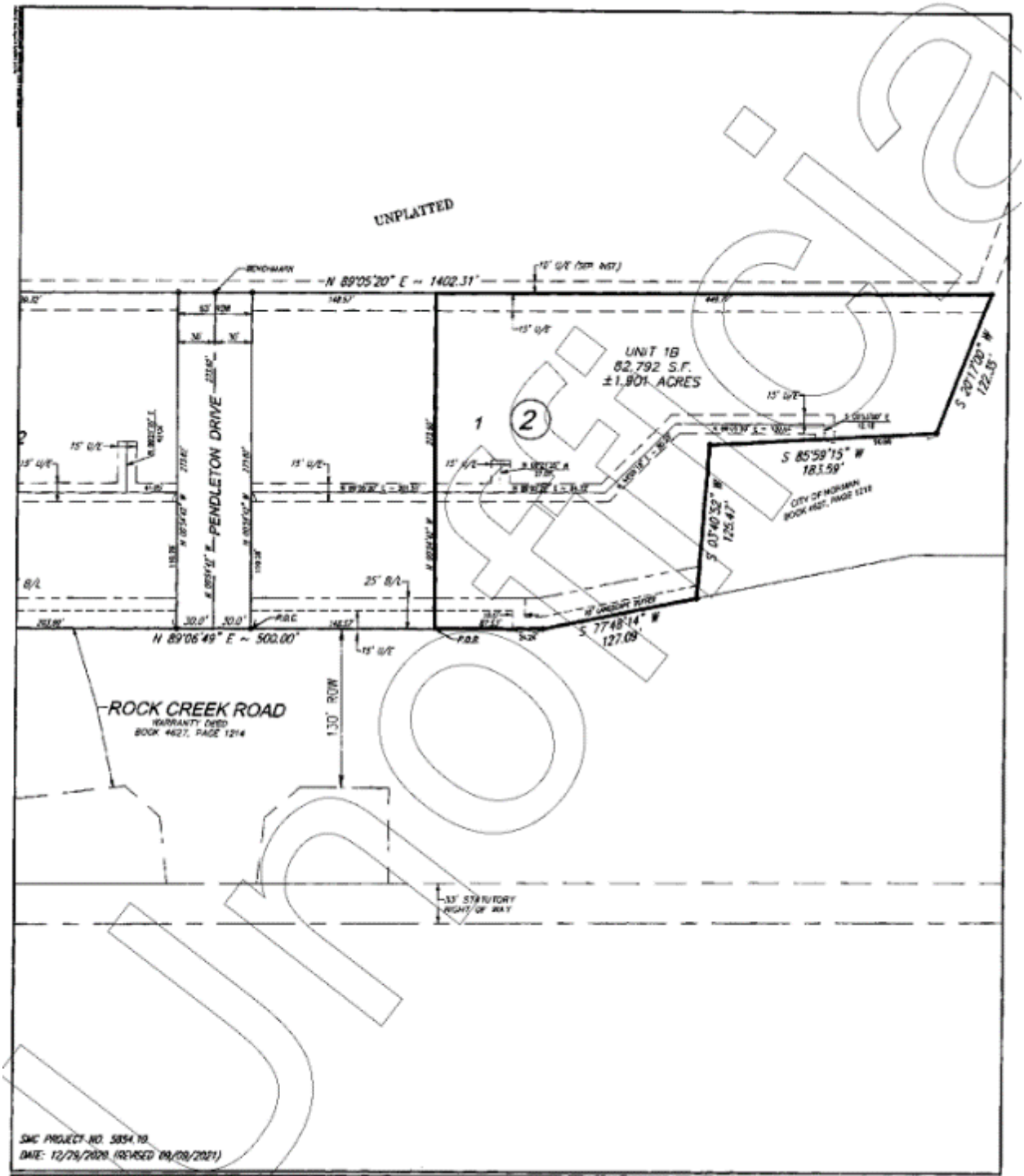
Book/Page: 6319/1005

Sale Price: $850,000 (all cash to seller)

Comments: This was the recent (September 2021) sale of an unimproved 1.901-acre commercial tract of land located on the north side of Rock Creek Road due east of Pendleton Drive (between I-35 & 36th Avenue N.W.) in northwest Norman. This is an irregular shaped interior site with all city utilities to the site. This tract was purchased for development of an automotive collision center (Caliber Collision) which has recently been constructed.

Unit of Comparison:

Price/S.F.: $10.27


UNPLATTED
N 89°05'20" E ~ 1402.31'
UNIT 1B
82,792 S.F.
±1.901 ACRES
PENDLETON DRIVE
ROCK CREEK ROAD
WARRANTY DEED
BOOK 4627, PAGE 1214
130' ROW
N 89°06'49" E ~ 500.00'
S 20°17'28" W
122.35'
S 85°59'15" W
183.59'
S 01°40'32" W
125.47'
S 77°48'14" W
127.09'
33' STATUTORY RIGHT OF WAY
SMC PROJECT NO. 5854.10
DATE: 12/29/2020 (REVISED 09/08/2021)
SMC
SMC Consulting Engineers, P.C.
REPLAT OF LEGACY BUSINESS PARK
SECTION 1, BLOCK 2
NORMAN, CLEVELAND COUNTY
OKLAHOMA
UNIT 1B
EXHIBIT
1" = 100'

Unofficial


1.901-ACRE TRACT
W Rock Creek Rd
W Rock Creek Rd
W Rock Creek Rd
W Rock Creek Rd
W Rock Creek Rd
W Rock Creek Rd
36th Ave NW
36th Ave NW
36th Ave NW
36th Ave NW
N Interstate Dr
N Interstate Dr
Bob Busch Dr
Bob Busch Dr
NE Black Dr
Legacy Trail
Yarbrough Wy
Yarbrough Wy
Retina Consultants of Oklahoma
Walmart Neighborhood Market
Monterey Construction
Keller Williams Mullins Realty and
Walmart Fuel Station
Pendleton Dr
Pendleton Dr
Rock Creek Trail
Rock Creek Trail
Rock Creek Trail
Rock Creek Trail
Rock Creek Trail
Masterpiece Music
Remington St
Remington Ct
Buckhorn Dr
Ebastille

COMPARABLE COMMERCIAL LAND SALE NO. 2:

Location: Northeast corner of East Rock Creek Road & 12th Avenue N.E. Norman, Oklahoma

Legal Desc.: Lot 1, Block 1, Vector Rock Creek Addition to Norman, Cleveland County, Oklahoma

Size: 74,678 S.F. or 1.71437 acres

Zoning: "C-1" Local Commercial District

Buyer: CAMC, LLC

Seller: Walgreen Co.

Date of Sale: August 11, 2021

Book/Page: 6293/154

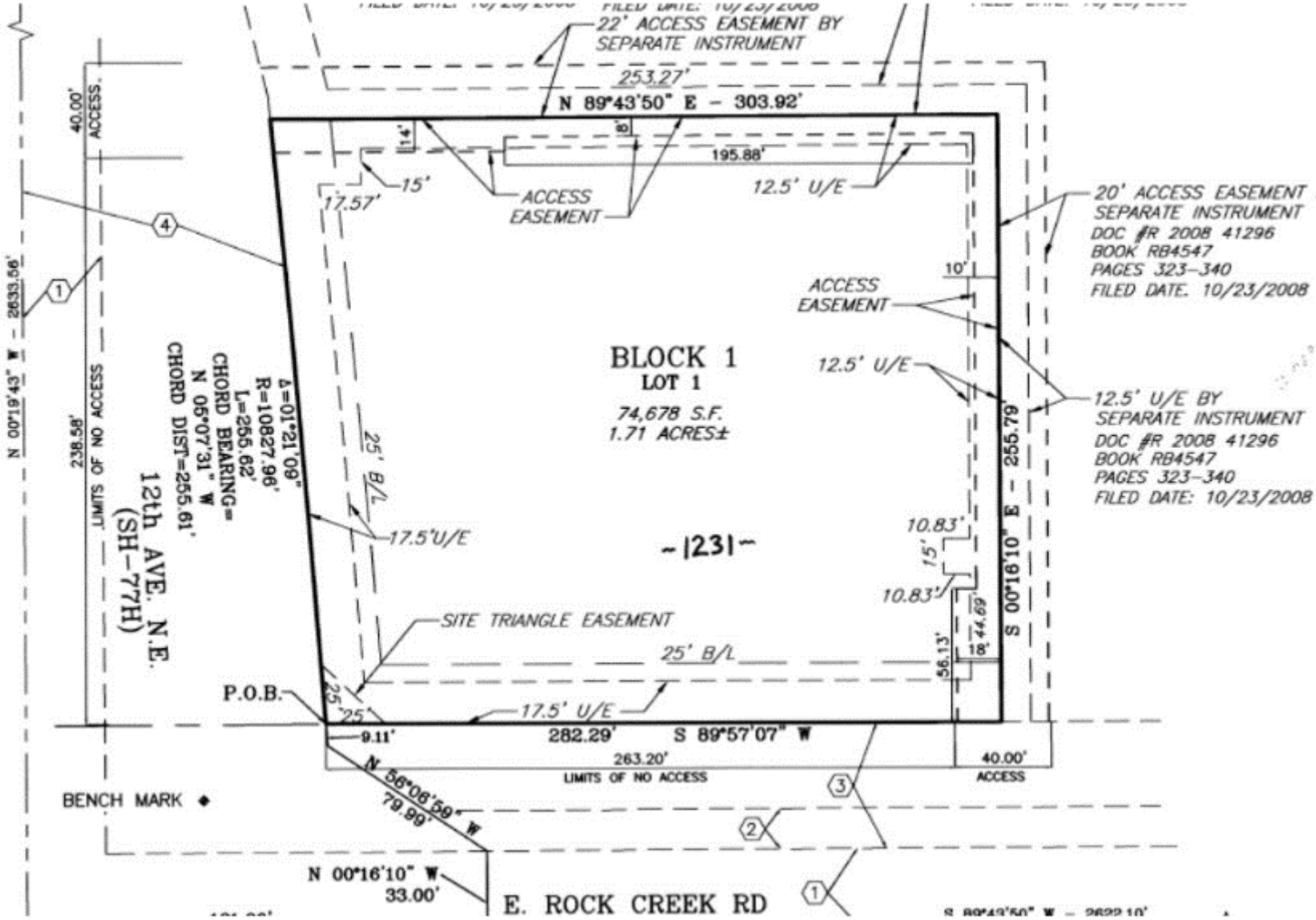
Sale Price: $500,000 (all cash to seller)

Comments: This was the recent (August 2021) sale of an unimproved 1.71437-acre corner commercial site located at the northeast corner of East Rock Creek Road and 12th Avenue N.E. in northeast Norman. This is a gently sloping site with all city utilities available.

Unit of Comparison:

Price/S.F.: $6.70


17TH AVE NE
17TH AVE NE
E ROCK CREEK RD
E ROCK CREEK RD
E ROCK CREEK RD
E ROCK CREEK RD


22' ACCESS EASEMENT BY SEPARATE INSTRUMENT
253.27'
N 89°43'50" E - 303.92'
195.88'
14'
10'
15'
17.57'
ACCESS EASEMENT
12.5' U/E
20' ACCESS EASEMENT SEPARATE INSTRUMENT DOC #R 2008 41296 BOOK RB4547 PAGES 323-340 FILED DATE. 10/23/2008
ACCESS EASEMENT
10'
12.5' U/E
12.5' U/E BY SEPARATE INSTRUMENT DOC #R 2008 41296 BOOK RB4547 PAGES 323-340 FILED DATE: 10/23/2008
BLOCK 1
LOT 1
74,678 S.F.
1.71 ACRES±
25' B/L
17.5'U/E
~1231~
10.83'
15'
10.83'
S 00°16'10" E - 255.79'
SITE TRIANGLE EASEMENT
44.69'
18'
56.13'
25' B/L
P.O.B.
25'
25'
17.5' U/E
9.11'
282.29'
S 89°57'07" W
263.20'
LIMITS OF NO ACCESS
40.00'
ACCESS
BENCH MARK
N 56°06'59" W
79.99'
N 00°16'10" W
33.00'
E. ROCK CREEK RD
40.00'
ACCESS
LIMITS OF NO ACCESS
238.58'
N 00°19'43" W - 2633.56'
Δ=01°21'09"
R=10827.96'
L=255.62'
CHORD BEARING=
N 06°07'31" W
CHORD DIST=255.61'
12th AVE. N.E.
(SH-7/H)

COMPARABLE COMMERCIAL LAND SALE NO. 3:

Location: Southwest corner of Alameda Street & 24th Avenue S.E. (2350 Alameda Street) Norman, Oklahoma

Legal Desc.: Lot 2, RJH Plaza Addition to Norman, Cleveland County, Oklahoma

Size: 40,078 S.F. or 0.92 acres

Zoning: "C-2" General Commercial District

Buyer: Sable Construction dba Custom Sounds & Tint

Seller: BOKF dba Bank of Oklahoma

Date of Sale: July 27, 2020

Book/Page: 6091/1100

Sale Price: $300,000 (all cash to seller)

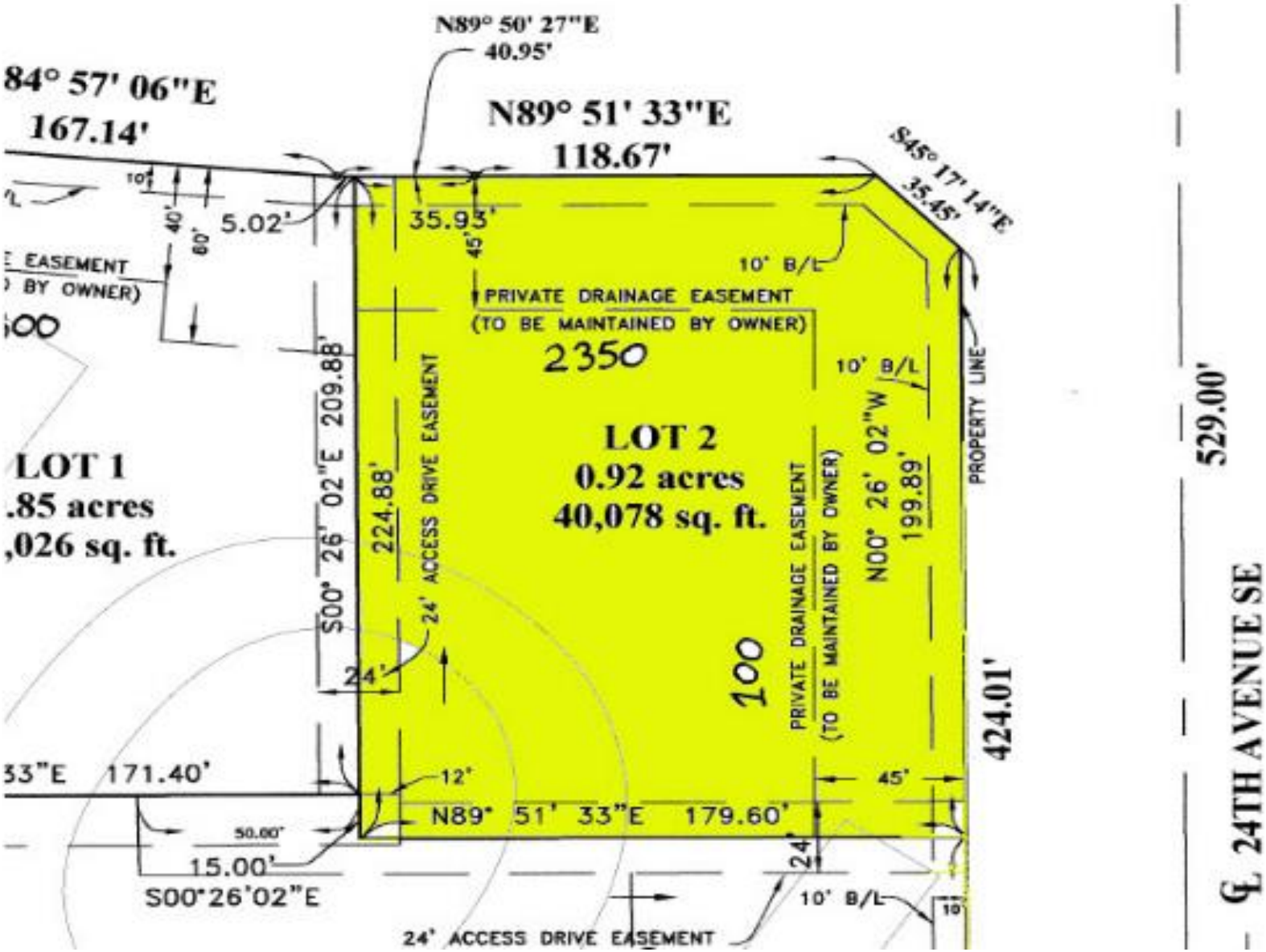
Comments: This was the recent (July 2020) sale of a 40,078 square foot corner commercial site located at the southwest corner of Alameda Street and 24th Avenue S.E. in east Norman. This is a level corner site with all city utilities to the site. This tract is situated directly west of Meadowood Business Park. There is a 45-foot wide private drainage easement across the north and east sides of this site which reduces the usable area of the site. The usable area is further reduced by the shared access driveway across the south 12 feet of the site. A new automotive business (Custom Sounds & Tint) is currently under construction on this site.

Unit of Comparison:

Price/S.F.: $7.49



COMPARABLE COMMERCIAL LAND SALE NO. 3


N89° 50' 27"E
40.95'
84° 57' 06"E
167.14'
N89° 51' 33"E
118.67'
S45° 17' 14"E
35.45'
5.02'
35.93'
10' B/L
PRIVATE DRAINAGE EASEMENT
(TO BE MAINTAINED BY OWNER)
2350
LOT 2
0.92 acres
40,078 sq. ft.
LOT 1
.85 acres
,026 sq. ft.
S00° 26' 02"E 209.88'
224.88'
24' ACCESS DRIVE EASEMENT
PRIVATE DRAINAGE EASEMENT
(TO BE MAINTAINED BY OWNER)
N00° 26' 02"W
199.89'
PROPERTY LINE
424.01'
100
171.40'
N89° 51' 33"E 179.60'
15.00'
S00°26'02"E
24' ACCESS DRIVE EASEMENT
529.00'
℄ 24TH AVENUE SE

COMPARABLE COMMERCIAL LAND SALE NO. 4:

Location: Southeast corner of 12th Avenue S.E. & Commerce Dr. Norman, Oklahoma

Legal Desc.: Lot 1, Block 2, of East Lindsey Plaza Section 5, to Norman, Cleveland County, OK

Buyer: Tinker Federal Credit Union

Seller: Arvest Bank

Date of Sale: October 24, 2019

Book/Page: 5984/1240

Size: ±129,948 S.F. or 2.983 acres

Zoning: "SPUD-1920-11" Simplified Planned Unit Development

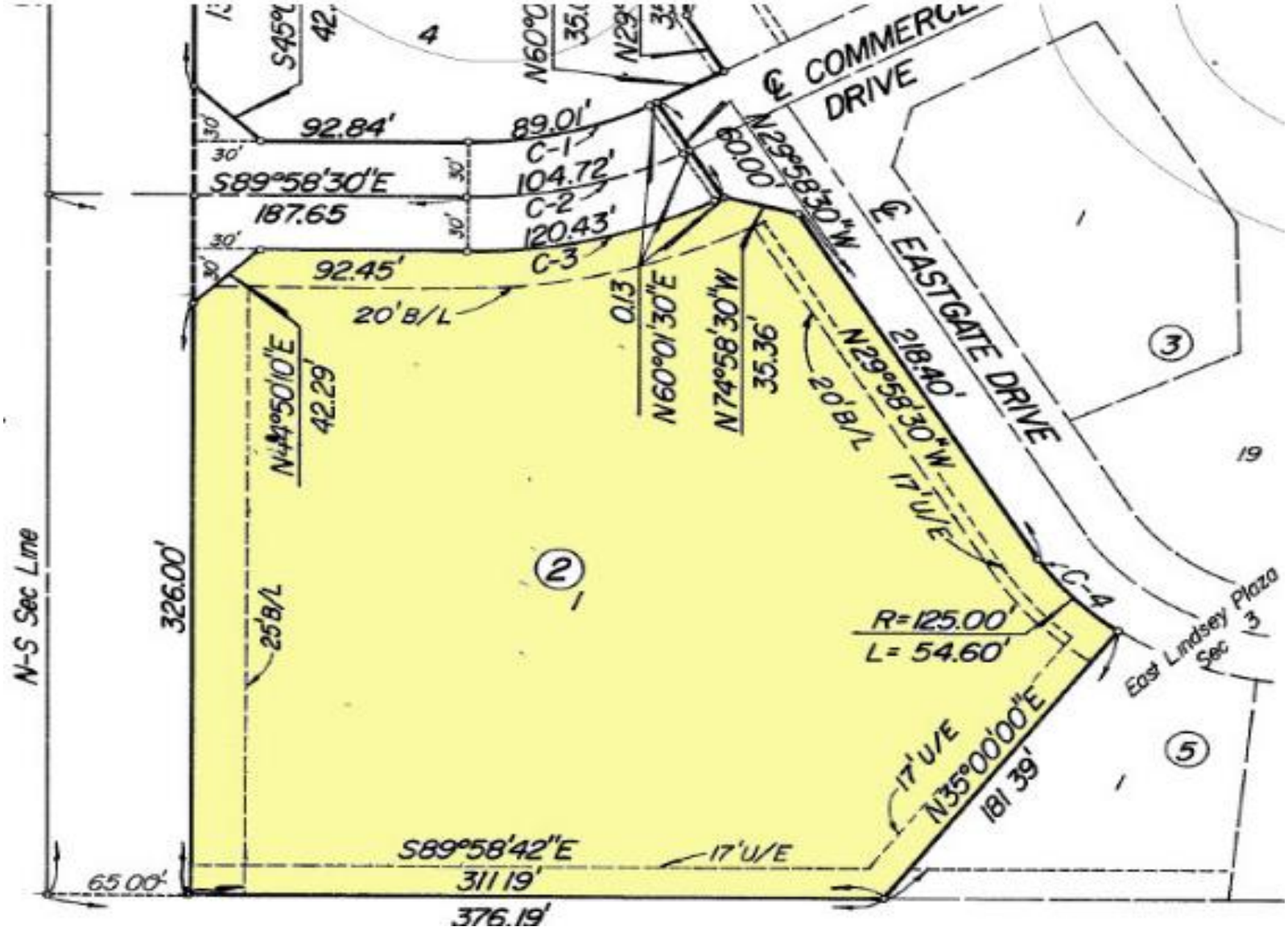
Sale Price: $910,000 (all cash to seller)

Comments: This was the October 2019 sale of an unimproved 2.983-acre commercial site located at the southeast corner of 12th Avenue S.E. and Commerce Drive in southeast Norman. This is an irregular shaped corner site which was platted with all city utilities to the site. This site has since been improved with a new Tinker Federal Credit Union facility.

Unit of Comparison:

Price/S.F.: $7.00


R0032450
EAST LINDSEY PLAZA SEC 5
COMMERCE DR
EASTGATE DR
R0032419
1
R0032452
11TH AVE SE
R0032438


℄ COMMERCE DRIVE
℄ EASTGATE DRIVE
N-S Sec Line
92.84'
89.01'
C-1
104.72'
C-2
120.43'
C-3
92.45'
187.65
S89°58'30"E
30'
20' B/L
0.13
N60°01'30"E
N74°58'30"W
35.36'
N29°58'30"W
218.40'
60.00'
17' U/E
C-4
R=125.00'
L= 54.60'
East Lindsey Plaza Sec 3
N44°50'10"E
42.29'
326.00'
25' B/L
N35°00'00"E
181.39'
S89°58'42"E
311.19'
65.00'
376.19'
19

COMPARABLE COMMERCIAL LAND SALE NO. 5:

Location: 2570 N. Interstate Drive
(West side North Interstate Drive
one block north of Rock Creek Road)
Norman, Oklahoma

Legal Desc.: Part of SW/4 Section 14, T9N, R3W, I.M., Cleveland County, Oklahoma

Size: 40,000 S.F. or 0.91827 acres

Zoning: "C-2" General Commercial District

Buyer: Flagstone 77, LLC

Seller: Rosa Lee Music

Date of Sale: March 30, 2018

Book/Page: 5784/1220

Sale Price: $320,000 (all cash to seller)

Comments: This was the March 2018 sale of a 40,000 S.F. commercial tract of land located on the frontage road (North Interstate Drive) along the west side of Interstate 35 about one block due north of Rock Creek Road in northwest Norman. This is a generally level interior site with 200 feet of frontage along North Interstate Drive and a depth of 200 feet. This site has interstate frontage and visibility. City water and sewer are available and to this tract.

Unit of Comparison:

Price/S.F.: $8.00



COMPARABLE LAND SALE NO. 5

COMPARABLE COMMERCIAL LAND SALE NO. 6:

Location: 700 S. Eastern Avenue
(southeast corner of Eastern Avenue & S.E. 6th St.)
Moore, Oklahoma

Legal Desc.: Part of Block C, Eastmoor Addition, Blocks 11-18 and Block C, to Moore, Cleveland County, Oklahoma

Size: 80,688 S.F. or 1.85234 acres

Zoning: "C-4" Planned Shopping Center District

Buyer: Freeman Office Park, LLC

Seller: 700 S. Eastern, LLC

Date of Sale: March 18, 2022

Book/Page: 639/1426

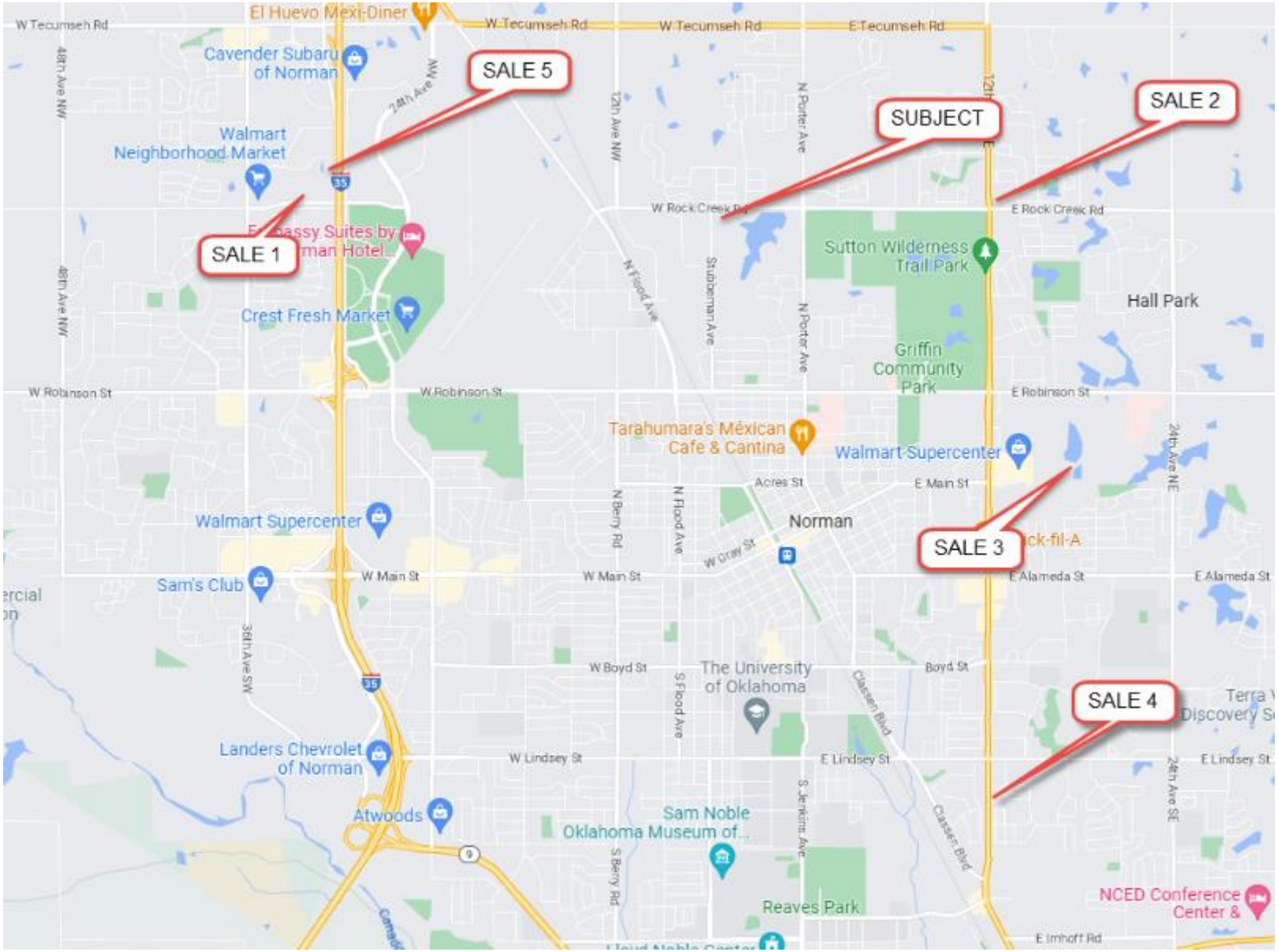
Sale Price: $606,000 (all cash to seller)

Comments: This was the very recent (March 2022) sale of a 1.85234-acre corner commercial site located at the southeast corner of Eastern Avenue and S.E. 6th Street in southeast Moore. This is a generally level corner site with 380 feet of frontage along Eastern Avenue and 175 feet of frontage along S.E. 6th Street. City water and sewer are available and to this tract.

Unit of Comparison:

Price/S.F.: $7.51


Walmart
Neighborhood Market
Walmart
Connection Center
Cell phone store
Moore Oil & Lube
S Eastern Ave
S Eastern Ave
S Eastern Ave
SE 6th St
SE 6th St
Church of God
1.85234-
ACRE TRACT
Goodwill Thrift Store
& Donation Center
Thrift store
Google
SE 8th St
SE 8th St


SALE 5
SUBJECT
SALE 2
SALE 1
SALE 3
SALE 4
El Huevo Mexi-Diner
Cavender Subaru of Norman
Walmart Neighborhood Market
Embassy Suites by Hilton Norman Hotel...
Crest Fresh Market
Sutton Wilderness Trail Park
Hall Park
Griffin Community Park
Tarahumara's Méxican Cafe & Cantina
Walmart Supercenter
Walmart Supercenter
Sam's Club
Norman
Chick-fil-A
The University of Oklahoma
Landers Chevrolet of Norman
Atwoods
Sam Noble Oklahoma Museum of...
Reaves Park
NCED Conference Center &
W Tecumseh Rd
E Tecumseh Rd
W Rock Creek Rd
E Rock Creek Rd
W Robinson St
E Robinson St
Acres St
E Main St
W Main St
E Alameda St
W Boyd St
Boyd St
W Lindsey St
E Lindsey St
E Imhoff Rd
48th Ave NW
24th Ave NW
12th Ave NW
N Porter Ave
N Flood Ave
Stubbeman Ave
N Berry Rd
N Flood Ave
W Gray St
36th Ave SW
S Flood Ave
Classen Blvd
S Jenkins Ave
S Berry Rd
24th Ave NE
24th Ave SE
35
9

SUMMARY OF COMPARABLE COMMERCIAL LAND SALES

SALE	LOCATION	SALE DATE	SALE PRICE	SIZE (S.F.)	ZONING	PRICE PER S.F.
1	North side Rock Creek Rd. 148.57' east of Pendleton Dr. Norman, OK	9-21	$850,000	82,792	C-2	$10.27
2	NE corner E. Rock Creek Rd. & 12th Avenue N.E. Norman, OK	8-21	$500,000	74,678	C-1	$ 6.70
3	SW corner Alameda Street & 24th Avenue S.E. Norman, OK	7-20	$300,000	40,078	C-2	$ 7.49
4	SE corner 12th Avenue S.E. & Commerce Drive Norman, OK	10-19	$910,000 (Now improved with a credit union)	129,948	SPUD	$ 7.00
5	2570 N. Interstate Drive Norman, OK	3-18	$320,000	40,000	C-2	$ 8.00
6	700 S. Eastern Avenue Moore, OK	3-22	$606,000	80,688	C-4	$7.51

The appraiser has made a qualitative comparative analysis of the comparable land sales which involved the comparison of each sale to the subject property with an analysis of any property differences having a significant effect upon market value. The principal areas of dissimilarities include buyer and seller motivation (conditions of sale), market conditions (time of sale), location, accessibility, visibility, size/shape, zoning, topography, and availability of city utilities.

Five recent sales of similar commercial sites in Norman and one recent sale of a similar commercial site in Moore (a similar market area) were analyzed in the valuation of the subject commercial land.

The six commercial land sales indicated unadjusted prices per square foot ranging from a low of $6.70 to a high of $10.17 with an unadjusted mean or average of $7.83/S.F. The five commercial land sales from Norman indicated unadjusted prices per square foot ranging from a low of $6.70 to a high of $10.17 with an unadjusted mean or average of $7.89/S.F.

Sale 1, which indicated an unadjusted price per square foot of $10.27, was the recent (September 2021) sale of a 1.901-acre commercial tract located at the northeast corner of Rock Creek Road and Pendleton Drive in northwest Norman. Sale 1, which is situated only ±4/10 mile due west of Interstate 35, is considered to be slightly superior to the subject in location in northwest Norman. Sale 1 has since been improved with a new automotive collision center. Adjusted for superior location, Sale 1 would support a value for the subject land less than $10.27/S.F.

Sale 2, which indicated an unadjusted price per square foot of $6.70, was the recent (August 2021) sale of a 1.71437-acre commercial tract located at the northeast corner of Rock Creek Road and 12th Avenue N.E. in northeast Norman. Sale 2 is considered to be similar in location to the subject. Sale 2 has C-1 zoning which is slightly less intensive than the subject's C-2 zoning. Adjusted for less

intensive zoning, Sale 2 would support a value for the subject commercial land slightly higher than $6.70/S.F.

Sale 3, which indicated an unadjusted price per square foot of $7.49, was the recent (July 2020) sale of a 0.92-acre commercial tract located at the southwest corner of Alameda Street and 24th Avenue S.E. in east Norman. Sale 3 sold over 2.5 years ago and would require some positive adjustment for increase in value since the date of sale as commercial land values have been gradually increasing in the area in recent years. Sale 3 is a smaller tract which would tend to sell for a slightly higher price per square foot than would a larger tract such as the subject. Sale 3 is considered to be similar in location to the subject. Sale 3 has since been improved with an automotive detail business. Sale 3 would support a value for the subject commercial land in the $7.49/S.F. range.

Sale 4, which indicated an unadjusted price per square foot of $7.00, was the October 2019 sale of a 2.983-acre commercial tract located at the southeast corner of 12th Avenue S.E. and Commerce Drive in southeast Norman. Sale 4 sold over 3.5 years ago and would require some positive adjustment for increase in value since the date of sale as commercial land values have been gradually increasing in the area in recent years. Sale 4 is considered to be superior in location to the subject with a higher traffic count along 12th Avenue S.E.

Sale 4 has since been improved with a new credit union. After adjustments for date of sale and superior location, Sale 4 would support a value for the subject commercial land slightly higher than $7.00/S.F.

Sale 5, which indicated an unadjusted price per square foot of $7.00, was the March 2018 sale of a 0.918-acre commercial tract located along the west side of North Interstate Drive (frontage road along the west side of Interstate 35) in northwest Norman. Sale 5 sold about five years ago and would require some positive adjustment for increase in value since the date of sale as commercial land values have been gradually increasing in the area in recent years. Sale 5 is considered to be superior in location to the subject with superior visibility and a much higher traffic count along Interstate 35. After adjustments for date of sale and superior location, Sale 5 would support a value for the subject commercial land similar to or slightly less than $8.00/S.F.

Sale 6, which indicated an unadjusted price per square foot of $7.51, was the very recent (March 2022) sale of a 1.85234-acre commercial tract located at the southeast corner of Eastern Avenue and S.E. 6th Street in southeast Moore. Sale 6 is considered to be similar in location to the subject. Sale 6 would support a value for the subject commercial land in the $7.51/S.F. range.

Conclusion:

Based upon the foregoing analysis of the most recent sales of comparable unimproved tracts of land with similar zoning or highest and best use (commercial), a value of $7.50 per square foot is considered to be a reasonable and supportable estimate of value for the subject C-2 zoned land (±127,134 S.F. or ±2.919 acres).

Estimated Value of C-2 Zoned Land: $7.50/S.F.

VALUATION OF LAND ZONED "RM-6" MEDIUM DENSITY APARTMENT DISTRICT

MULTI-FAMILY RESIDENTIAL LAND SALE NO. 1:

Location: Southwest corner of 24th Avenue S.E.
& Glen Oaks Drive
Norman, Oklahoma

Legal Desc.: Part of NE/4 Section 4, T8N, R2W, I.M., Cleveland County, Oklahoma

Size: ±30,665 S.F. or 0.704 acres

Zoning: "RM-6" Medium Density Apartment District

Buyer: RS Land Co., LLC

Seller: CAA Development Corporation

Sale Date: September 8, 2022

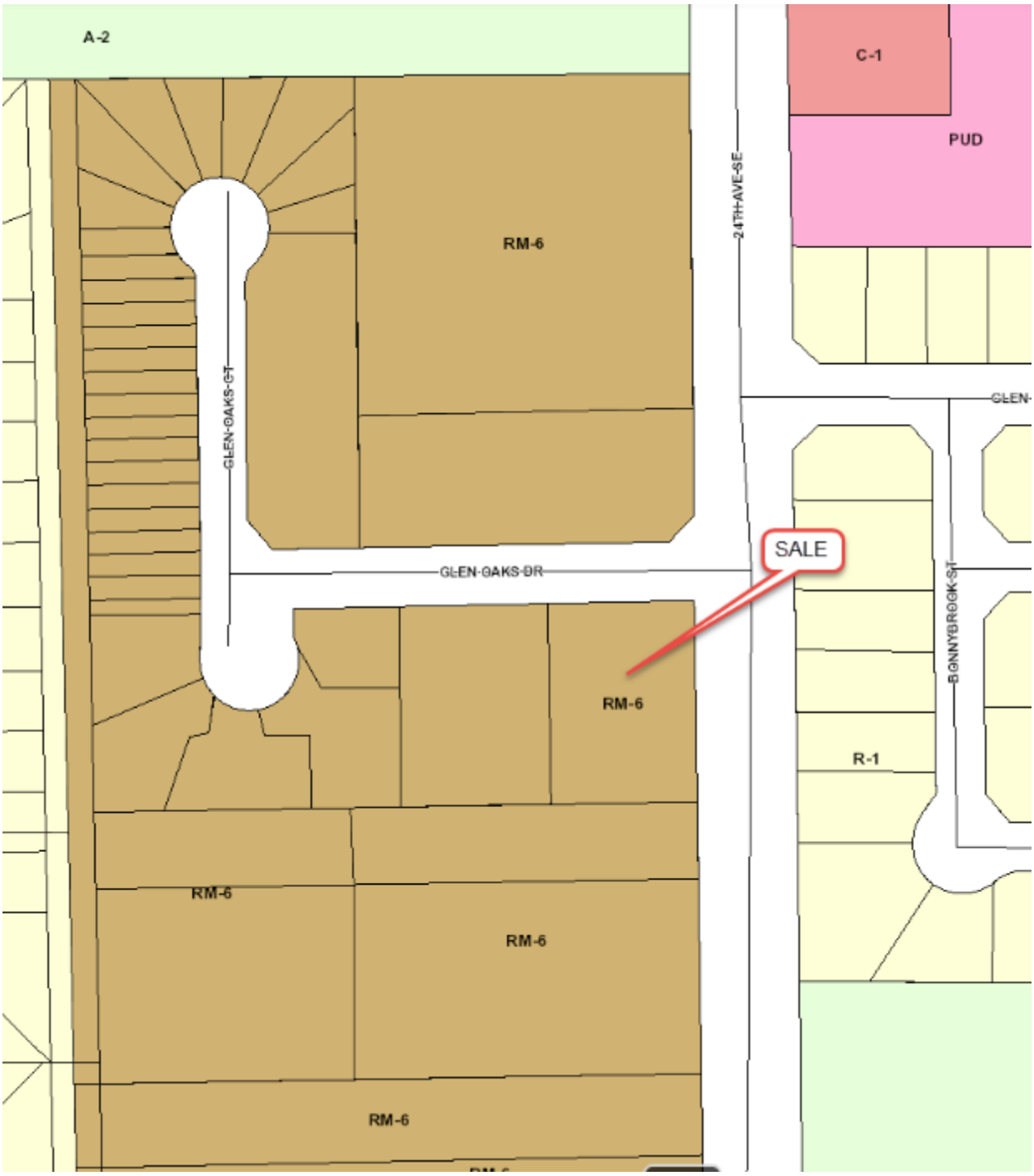
Book/Page: 6473/713

Sale Price: $146,500 (all cash to seller)

Comments: This was the very recent (September 2022) sale of an unimproved ±30,665 S.F. tract of land zoned for multi-family residential use (RM-6" Medium Density Apartment District) located at the southwest corner of 24th Avenue S.E. and Glen Oaks Drive in southeast Norman. This is a level rectangular shaped corner site with all city utilities to the site.

Unit of Comparison:

Price/S.F.: $4.78


A-2
C-1
PUD
RM-6
24TH AVE SE
GLEN OAKS CT
GLEN OAKS DR
SALE
RM-6
BONNYBROOK ST
R-1
RM-6
RM-6
RM-6


24th Ave SE
Glen Oaks Dr
Ashton Place Apartments
Glen Oaks Ct
Glen Oaks Dr
Glen Oaks Dr
Glen Oaks Dr
Glen Oaks Dr
SALE
Tuscany Court Apartments
Glen Oaks Ct
24th Ave SE
24th Ave SE
24th Ave SE

RESIDENTIAL DEVELOPMENT LAND SALE NO. 2:

Location: Northwest corner of Imhoff Road & Oakhurst Avenue Norman, Oklahoma

Legal Desc.: Part of SE/4 Section 4, T8N, R2W, I.M., Cleveland County, Oklahoma

Size: 16.3205 acres or ±710,921 S.F.

Zoning: "PUD-2122-42" Planned Unit Development District (Subject to the use & development regulations of the "R-1" Single-family Dwelling District with some modifications to allow higher density.)

Buyer: Lennar Homes of Oklahoma, LLC

Seller: Village at Oakhurst Land, LLC

Sale Date: October 3, 2022

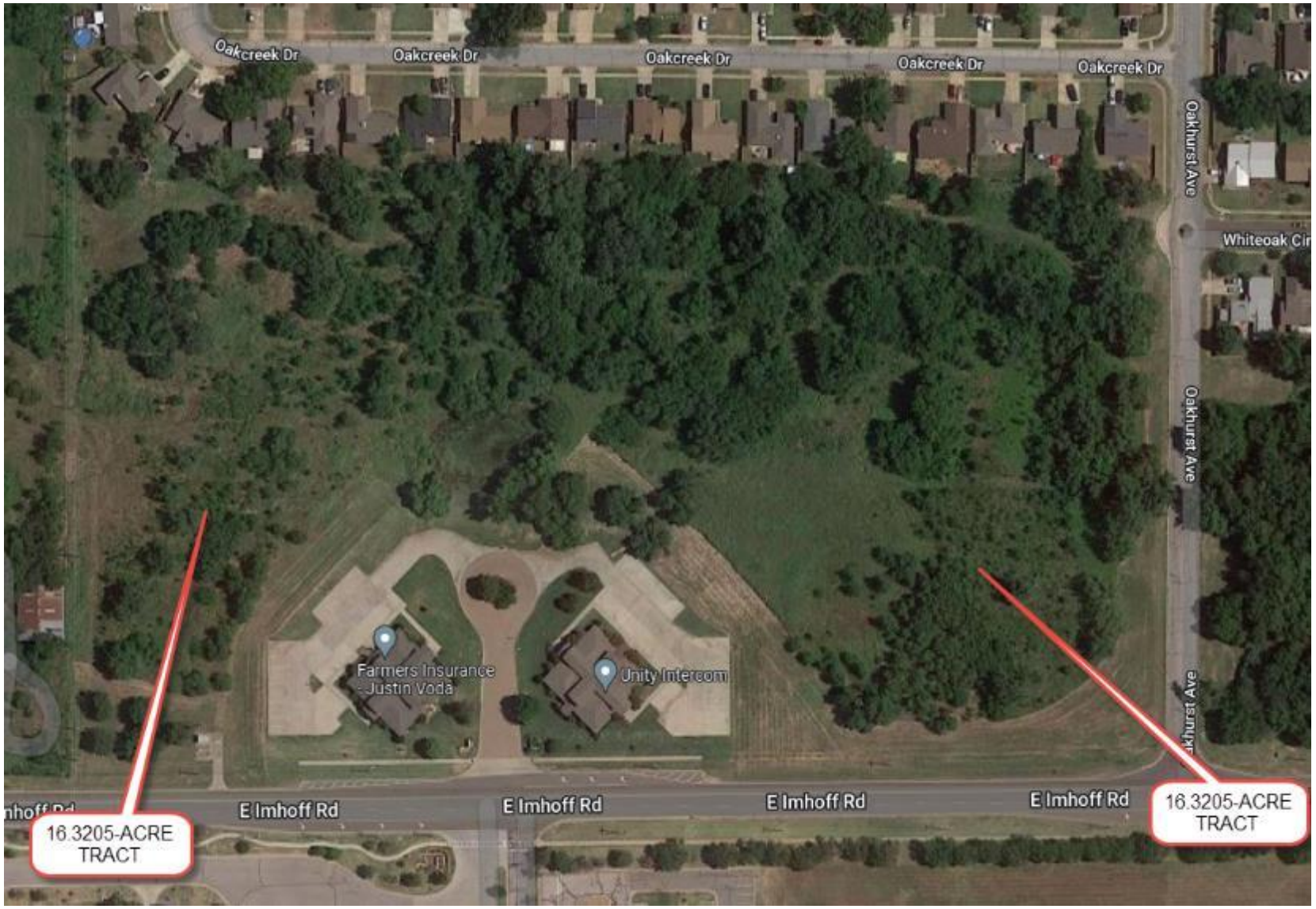
Book/Page: 6482/598

Sale Price: $1,700,000 (all cash to seller)

Comments: This was the recent (October 2022) sale of an unimproved 16.3205-acre tract of land zoned for high density single-family residential development (with minimum lot sizes of 3,000 S.F. and 30-foot wide lots). The proposed use of this tract is a 109-lot planned unit residential development to be known as The Villages with detached single-family homes. This is an irregular shaped tract of land with city utilities to the site.

Unit of Comparison:

Price/S.F.: $2.39


Oakcreek Dr
Oakcreek Dr
Oakcreek Dr
Oakcreek Dr
Oakcreek Dr
Oakhurst Ave
Whiteoak Cir
Oakhurst Ave
Oakhurst Ave
Farmers Insurance - Justin Voda
Unity Intercom
E Imhoff Rd
E Imhoff Rd
E Imhoff Rd
E Imhoff Rd
16.3205-ACRE TRACT
16.3205-ACRE TRACT

MULTI-FAMILY RESIDENTIAL LAND SALE NO. 3:

Location: 719 24th Avenue S.W.
East side of 24th Avenue S.W. between Brooks Street & Westpark Drive
Norman, Oklahoma

Legal Desc.: Part of NW/4 SW/4 Section 36, T9N, R3W, I.M., Cleveland County, Oklahoma (see Short Form Plat of Tucker Addition filed in Book 3147, Page 437 for front 1.023 acres)

Size: ±99,021 S.F. or ±2.273 acres

Zoning: "RM-6" Medium Density Apartment District (front 1.023 acres) and "RM-2" Low Density Apartment District (back 1.25 acres)

Buyer: Rieger, LLC

Seller: 719 24th St. Office, LLC & 719 24th R, LLC

Dale of Sale: November 23, 2021

Book/Page: 6348/961

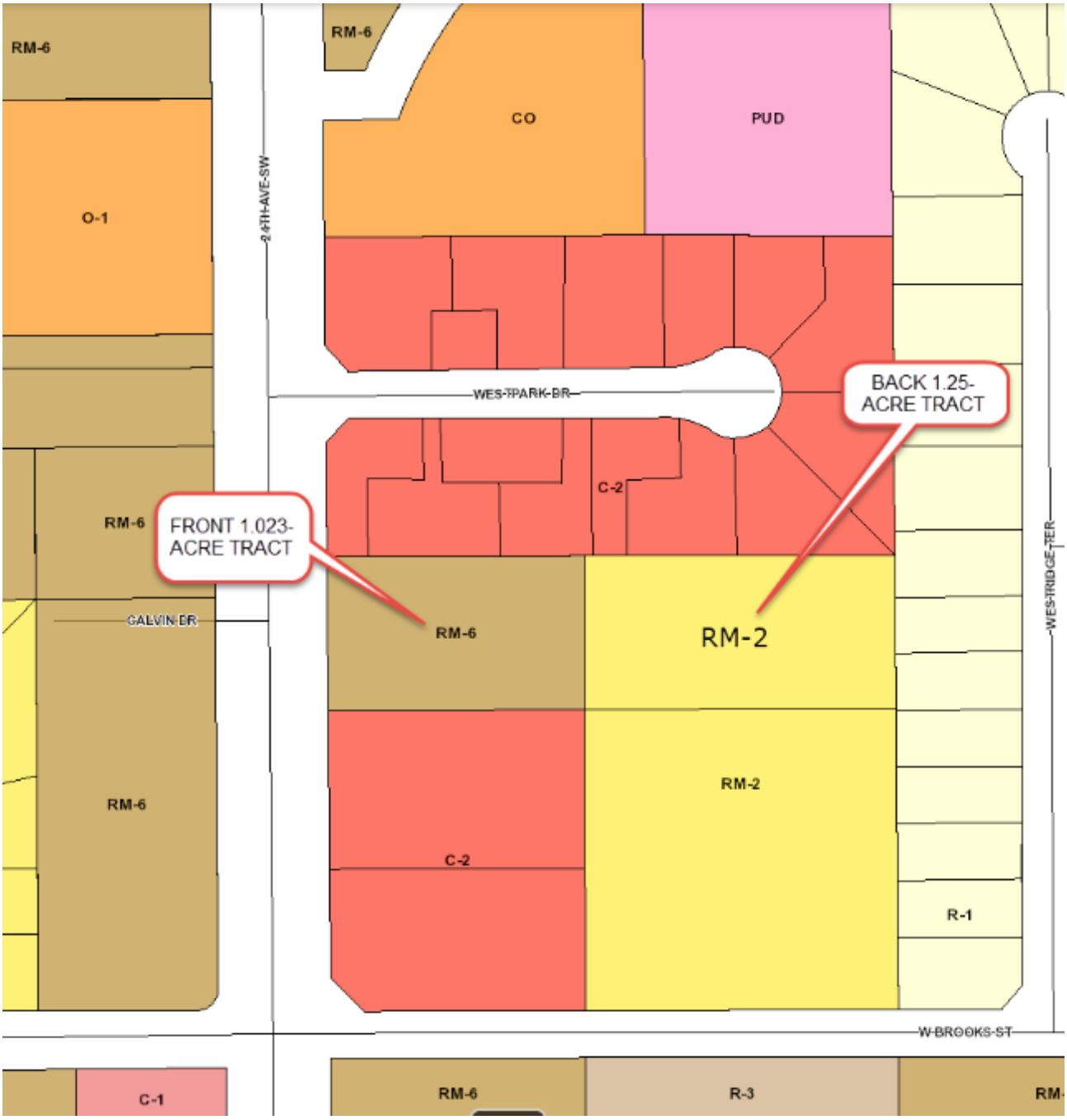
Sale Price: $750,000 (all cash to seller)

Comments: This was the November 2021 sale of a 2.273-acre tract of land zoned for multi-family residential use located on the east side of the 700 block of 24th Avenue S.W. between Brooks Street and Westpark Drive in southwest Norman. This is a level interior site with 164.27 feet of frontage and an average depth of 601.22 feet. The rectangular site was improved with an old office building which was razed by the buyer after the sale. City water and sanitary sewer are available and to the site. The Norman 2025 Land Use and Transportation Plan designates the future use of the property as office use.

Unit of Comparison:

Price/S.F.: $7.57


WESTPARK DR
WESTPARK DR
WESTPARK DR
WESTPARK DR
24TH AVE SW
24TH AVE SW
2.273-ACRE
TRACT


RM-6
RM-6
CO
PUD
O-1
24TH AVE SW
WES-TPARK-BR
BACK 1.25-
ACRE TRACT
C-2
RM-6
FRONT 1.023-
ACRE TRACT
GALVIN DR
RM-6
RM-2
WES-TRIDGE-TER
RM-2
RM-6
C-2
R-1
W-BROOKS-ST
C-1
RM-6
R-3
RM-

MULTI-FAMILY RESIDENTIAL LAND SALE NO. 4:

Location:	Northeast corner of 12th Avenue S.E. & Cobblestone Creek Drive Norman, Oklahoma
Legal Desc.:	Part of SW/4 Section 16, T8N, R2W, I.M., Cleveland County, Oklahoma (to be platted as Sage Cobblestone Creek)
Buyer:	Juniper Norman OZ Senior Housing, LP
Seller:	CCDG, LLC
Site Area:	±287,625 S.F. or ±6.60 acres (net area)
Zoning:	"PUD-1920-22" Planned Unit Development District (multi-family residential use – senior independent living center)
Date of Sale:	December 4, 2019
Book/Page:	5998/398
Sale Price:	$1,500,000 (all cash to seller)
Price/S.F.:	$5.22
Comments:	This was the December 2019 sale of a ±6.60-acre unimproved tract of multi-family residential land located at the northeast corner of 12th Avenue S.E. and Cobblestone Creek Drive in southeast Norman. A new senior independent living center (Cobblestone (Creek Senior Community) has since been constructed on this site. This is a level corner site with all city utilities to the site. This tract is situated contiguous to the Cobblestone Golf Course.



±6.60-ACRE MULTI-FAMILY RESIDENTIAL LAND SALE

MULTI-FAMILY RESIDENTIAL LAND SALE NO. 5:

Location:	West side of 1500 block of 24th Avenue S.E. One-quarter mile south of Lindsey Street Norman, Oklahoma
Legal Desc.:	Part of NE/4 Section 4, T8N, R2W, I.M., Cleveland County, Oklahoma
Buyer:	Marietta Cottages, LLC
Seller:	Abumark Enterprises, LLC
Site Area:	±217,218 S.F. or ±4.99 acres (net area)
Zoning:	"RM-6" Medium Density Apartment District
Date of Sale:	January 24, 2020
Book/Page:	6015/416
Sale Price:	$520,000 (all cash to seller)
Price/S.F.:	$2.39
Comments:	This was the January 2020 sale of an unimproved ±4.99-acre tract of multi-family residential land located on the west side of the 1500 block of 24th Avenue S.E. one-quarter mile south of Lindsey Street in southeast Norman. This tract has 353.68 feet of frontage on 24th Avenue S.E. and a net depth ranging from 609.96 feet on the south to 614.57 feet on the north. This tract is a gently sloping to partially level tract with city water and sewer available to the site. The buyer plans to develop this tract as a high density residential development with 80 rental units configured in 40 duplex buildings to be known as Marietta Cottages.


E Lindsey St
E Lindsey St
E Lindsey St
E Lindsey
24th Ave SE
Norman First Assembly of God
U-Haul Neighborhood Dealer
NGD Media
LoCo Yotta Coaching
Amhurst Ave
Glen Oaks Ct
Glen Oaks Dr
Tuscany Court Apartments
Larkhaven St
Castlebay St
4.99-ACRE TRACT
Choctaw Masonry - Concrete Block...
Ronald Reagan Elementary School
Heatherfield Ln
Rolling Stone Dr
Google

MULTI-FAMILY RESIDENTIAL LAND SALE NO. 6:

Location: Northeast corner of Imhoff Road & Oakhurst Avenue Norman, Oklahoma

Legal Desc.: Part of SE/4 Section 4, T8N, R2W, I.M., Cleveland County, Oklahoma

Size: ±194,278 S.F. or ±4.46 acres
(size obtained from City of Norman GIS)

Zoning: "PUD-0809-1" Planned Unit Development District

Buyer: City of Norman

Seller: CS Holding, LLC

Sale Date: Under contract

Sale Price: $525,000

Comments: This is the current pending sale of an unimproved 4.46-acre tract of land located at the northeast corner of Imhoff Road and Oakhurst Avenue in southeast Norman which is zoned "PUD-0809-1" Planned Unit Development District. The proposed use of the site is a multi-family affordable housing project to be developed by the City of Norman. This is a generally level to gently sloping rectangular shaped corner site with all city utilities to the site.

Unit of Comparison:

Price/S.F.: $2.70



MULTI-FAMILY RESIDENTIAL LAND SALE NO. 6

RESIDENTIAL DEVELOPMENT (HIGH DENSITY) LAND SALE NO. 7:

Location: West side of 1700 block of North Porter Avenue
4/10 mile north of Robinson Street
(1700 North Porter Avenue)
Norman, OK

Legal Desc.: Part of SE/4 Section 19, T9N, R2W, I.M., Cleveland County, Oklahoma

Size: ±147,961 S.F. or ±3.4 acres

Zoning: "R-1" Single-family Dwelling District

Buyer: Hampton Investments Prime, LLC

Seller: Norman Lodge No. 28 AF & AM, Inc.

Sale Date: November 19, 2021

Book/Page: 6346/1382

Sale Price: $500,000 (all cash to seller)

Comments: This was the recent (November 2021) sale of an unimproved ±3.4-acre tract of development land located on the west side of North Porter Avenue about 4/10 mile north of Robinson Street in northeast Norman zoned for single-family residential use. This is an irregular shaped generally level interior tract with city water and sewer to the site. The buyer proposes to develop the tract as a planned unit development with 24 smaller single-family residential lots (most less than 6,000 S.F.). The proposed development will be known as Avadon Terrace Addition. The buyer proposes to rezone the property to PUD and amend the 2025 Norman Land Use & Transportation Plan (in which the future use of this site is shown as Institutional). This tract has ±299.06 feet of frontage along North Porter Avenue (an arterial four-lane street).

Unit of Comparison:

Price/S.F.: $3.38



RESIDENTIAL DEVELOPMENT (HIGH DENSITY) LAND SALE NO. 7

MULTI-FAMILY RESIDENTIAL LAND SALE NO. 8:

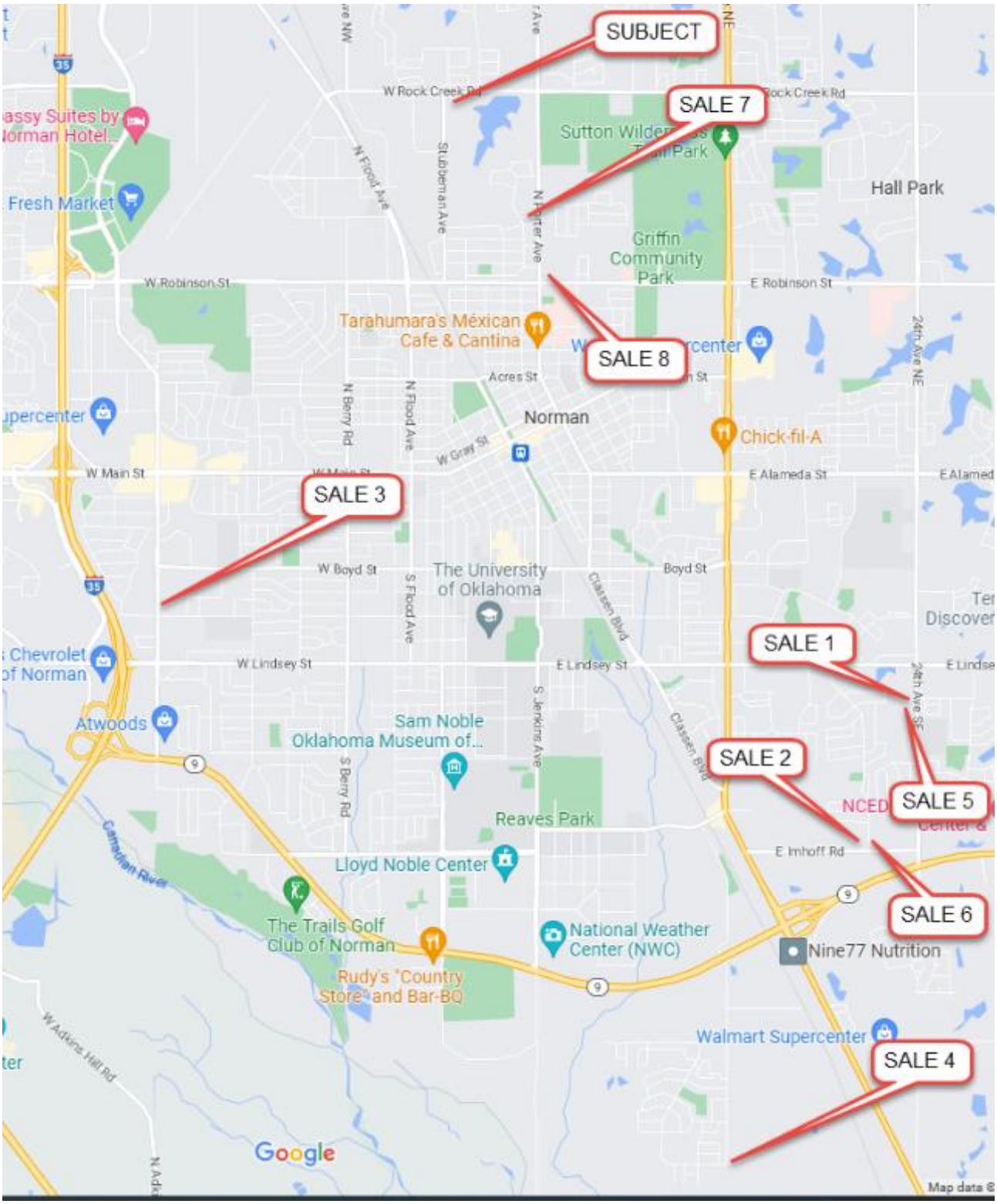
Location:	501 East Robinson Street Norman, Oklahoma
Legal Desc.:	Part of E/2 SW/4 SW/4 SW/4 of Section 20, T9N, R2W, I.M., Cleveland County, Oklahoma
Size:	±198,077 S.F. or 4.547 acres (327.40' x ±605.0')
Zoning:	"RM-6" Medium Density Apartment District
Buyer:	Golden Tribe, LLC
Seller:	501 East Robinson, LLC
Date of Sale:	April 24, 2017
Book/Page:	5668/1343
Sale Price:	$635,000(all cash to seller)
Comments:	This was the April 2017 sale of an unimproved 4.547-acre tract of land zoned for multi-family residential use((RM-6) located on the north side of Robinson Street one block due east of Porter Avenue in northeast Norman. This rectangular shaped interior site has 327.40 feet of frontage along Robinson Street and a depth of ±605 feet. This tract is level and has all city utilities to the site. This tract was listed for sale at an asking price of $795,000 at the time of sale. This tract had previously been improved with an old nursing home which had been razed prior to this sale. This site has since been improved with an active adult independent living center.

Unit of Comparison:

Price/S.F.: $3.21



MULTI-FAMILY RESIDENTIAL LAND SALE NO. 8


SUBJECT
SALE 7
SALE 8
SALE 3
SALE 1
SALE 2
SALE 5
SALE 6
SALE 4
W Rock Creek Rd
Sutton Wilderness Trail Park
Hall Park
Griffin Community Park
W Robinson St
E Robinson St
Tarahumara's Méxican Cafe & Cantina
Acres St
Norman
Chick-fil-A
W Main St
E Alameda St
W Boyd St
The University of Oklahoma
Boyd St
W Lindsey St
E Lindsey St
Atwoods
Sam Noble Oklahoma Museum of...
Reaves Park
E Imhoff Rd
Lloyd Noble Center
The Trails Golf Club of Norman
National Weather Center (NWC)
Nine77 Nutrition
Rudy's "Country Store" and Bar-BQ
Walmart Supercenter
Fresh Market
Google

SUMMARY OF COMPARABLE MULTI-FAMILY RESIDENTIAL LAND SALES

SALE	LOCATION	SALE DATE	SALE PRICE	SIZE (S.F.)	ZONING	PRICE PER S.F.
1	SW corner 24th Ave. S.E. & Glen Oaks Drive Norman, OK	9-22	$146,500	30,665	RM-6	$4.78
2	NW corner Imhoff Road & Oakhurst Avenue Norman, OK	10-22	$1,700,000 (High density single-family)	710,921	PUD/R-1	$2.39
3	719 24th Avenue S.W. Norman, OK	11-21	$750,000	99,021	RM-6/RM-2	$7.57
4	NE corner 12th Ave. S.E. & Cobblestone Creek Drive Norman, OK	12-19	$1,500,000 (Senior independent living center)	287,625	PUD	$5.22
5	West side 24th Ave. S.E. ¼ mile south of Lindsey St. Norman, OK	1-20	$520,000	217,218	RM-6	$2.39
6	NE corner Imhoff Road & Oakhurst Avenue Norman, OK	U/C	$525,000 (Proposed multi-family affordable housing)	194,278	PUD	$2.70
7	West side Porter Avenue 4/10 mile north of Robinson Norman, OK	11-21	$500,000 (High density single-family proposed)	147,961	R-1	$3.38
8	501 E. Robinson Street Norman, OK	4-17	$635,000 (Now improved with an active adult independent living center)	198,077	RM-6	$3.21

The appraiser has made a qualitative comparative analysis of the comparable land sales which involved the comparison of each sale to the subject property with an analysis of any property differences having a significant effect upon market value. The principal areas of dissimilarities include buyer and seller motivation (conditions of sale), market conditions (time of sale), location, accessibility, visibility, size/shape, zoning, topography, and availability of city utilities.

The eight land sales indicated unadjusted prices per square foot ranging from a low of $2.39 to a high of $7.57 with an unadjusted mean or average of $3.96.

Sale 1, which indicated an unadjusted price per square foot of $4.78, was the very recent (September 2022) sale of a smaller tract of multi-family residential land located at the southwest corner of 24th Avenue S.E. and Glen Oaks Drive in southeast Norman. Sale 1 is considered to be similar in location to the subject in southeast Norman. As a smaller tract, Sale 1 would tend to sell for a higher price per square foot than would a larger tract such as the subject. Adjusted for smaller size, Sale 1 would support a value for the subject multi-family residential land lower than $4.78/S.F.

Sale 2, which indicated an unadjusted price per square foot of $2.39, was the very recent (October 2022) sale of a much larger 16.3205-acre tract of residential land zoned for high density single-family development (as a PUD) located at the northwest corner of Imhoff Road and Oakhurst Avenue in southeast Norman. Sale 2 is considered to be similar in location to the subject in southeast Norman. As a much larger tract, Sale 2 would tend to sell for a much lower price per square foot than would a smaller tract such as the subject. Adjusted for much larger size, Sale 2 would support a value for the subject multi-family residential land much higher than $2.39/S.F.

Sale 3, which indicated an unadjusted price per square foot of $7.57, was the very recent (November 2021) sale of an unimproved 2.273-acre tract of multi-family residential land located on the east side of 24th Avenue S.W. in between Brooks Street and Westpark Drive in southwest Norman. Sale 3 is considered to be superior in location to the subject in a much more highly developed area of Norman. As a somewhat smaller tract, Sale 3 would tend to sell for a slightly higher price per square foot than would a larger tract such as the subject. Adjusted for superior location and slightly smaller size, Sale 3 would support a value for the subject multi-family residential land lower than $7.57/S.F.

Sale 4, which indicated an unadjusted price per square foot of $5.22, was the December 2019 sale of an unimproved 6.60-acre tract of multi-family residential land located at the northeast corner of 12th Avenue S.E. and Cobblestone Creek Drive in southeast Norman. Sale 4 sold over three years ago and would require some positive adjustment for increase in value since the date of sale as land values have been gradually increasing in the area in recent years. Sale 4 is considered to be superior in location to the subject adjacent to the Cobblestone Creek Golf Course. As a larger tract, Sale 4 would tend to sell for a slightly lower price per square foot than would a smaller tract such as the subject. Adjusted for superior location and larger size,

Sale 4 would support a value for the subject multi-family residential land similar to $5.22/S.F. or slightly higher.

Sale 5, which indicated an unadjusted price per square foot of $2.39, was the January 2020 sale of an unimproved 4.99-acre tract of multi-family residential land located on the west side of 24th Avenue S.E. about one-quarter mile south of Lindsey Street in southeast Norman. Sale 5 sold over three years ago and would require some positive adjustment for increase in value since the date of sale as land values have been gradually increasing in the area in recent years. Sale 5 is considered to be slightly inferior in location to the subject. As a slightly larger tract (4.99 acres), Sale 5 would tend to sell for a slightly lower price per square foot than would a smaller tract such as the subject. Adjusted for date of sale, slightly larger size, and slightly inferior location, Sale 5 would support a value for the subject multi-family residential land higher than $2.39/S.F.

Sale 6, which indicated an unadjusted price per square foot of $2.70, is the current pending sale of an unimproved 4.46-acre tract of multi-family residential land located at the northeast corner of Imhoff Road and Oakhurst Avenue in southeast Norman. Sale 6 is considered to be slightly inferior in location to the subject. As a slightly larger tract (4.46 acres), Sale 6 would tend to sell for a slightly lower price per square foot than would a smaller tract such as the

subject. Adjusted for slightly inferior location and slightly larger size, Sale 6 would support a value for the subject multi-family residential land higher than $2.70/S.F.

Sale 7, which indicated an unadjusted price per square foot of $3.38, was the November 2021 sale of an unimproved 3.4-acre tract of residential land zoned for high density single-family residential use located on the west side of Porter Avenue about 4/10 mile north of Robison Street in northeast Norman. Sale 7 is considered to be similar in location to the subject. Sale 7 has less intensive zoning than the subject. Adjusted for less intensive zoning, Sale 7 would support a value for the subject multi-family residential land higher than $3.38/S.F.

Sale 8, which indicated an unadjusted price per square foot of $3.21, was the April 2017 sale of an unimproved 4.547-acre tract of multi-family residential land located on the north side of Robinson Street about one block due east of Porter Avenue in northeast Norman. Sale 8 has since been improved with a new active adult independent living center. Sale 8 sold about six years years ago and would require some positive adjustment for increase in value since the date of sale as land values have been gradually increasing in the area in recent years. Sale 6 is considered to be similar to slightly superior in location to the subject. As a slightly larger tract (4.547 acres),

Sale 7 would tend to sell for a slightly lower price per square foot than would a smaller tract such as the subject. Adjusted for date of sale, slightly larger size, and slightly superior location, Sale 7 would support a value for the subject multi-family residential land higher than $3.21/S.F.

Conclusion:

Based upon the foregoing analysis of the most recent sales of comparable unimproved tracts of land with similar zoning or highest and best use (multi-family residential), a value of $4.00 per square foot is considered to be a reasonable and supportable estimate of value for the subject RM-6 zoned land (±155,385 S.F. or ±3.567 acres).

Estimated Value of RM-6 Zoned Land: $4.00/S.F.

Summary of Value:

The subject property consists of an unimproved tract of land with an area of 282,519 square feet or 6.486 acres which has two different types of zoning. The west ±127,134 square feet or ±2.919 acres is zoned "C-2" General Commercial District. The east ±155,385 square feet or ±3.567 acres is zoned "RM-6" Medium Density Apartment District. The C-2 zoned land is situated at the corner of Rock Creek Road and Stubbeman Avenue and the RM-6 zoned land is situated contiguous to the east of the C-2 zoned land.

The value of the subject property is estimated as follows:

C-2 Zoned Land:	127,134 S.F.	@	$7.50/S.F.	=	$ 953,505
RM-6 Zoned Land:	155,385 S.F.	@	$4.00/S.F.	=	$ 621,540
Indicated Value by Sales Comparison Approach					**$1,575,045**
				Rounded to	**$1,575,000**

The indicated value of $1,575,000 is equivalent to an average value per square foot of $5.57 for the overall site (6.486 acres).

ESTIMATED EXPOSURE TIME & ESTIMATED MARKETING TIME:

Estimated Exposure Time:

Exposure time is defined as *"The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market."*(The Dictionary of Real Estate Appraisal, Fourth Edition, 2002, Appraisal Institute). Exposure time is always presumed to occur prior to the effective date of the appraisal. The overall concept of reasonable exposure encompasses not only adequate, sufficient, and reasonable time but also adequate, sufficient, and reasonable effort. Market value estimates imply that an adequate marketing effort and reasonable time for exposure occurred prior to the effective date of the appraisal. Exposure time is different for various types of real estate and under various market conditions. Inherent in the definition of exposure time is the offering of a property at a reasonable price assuming adequate marketing efforts and due diligence.

Based on a review of all available market information and conversations with brokers, sellers, and buyers for this type of property (undeveloped land zoned for mixed use development), a reasonable exposure time assuming the property was listed at or near

the appraised value would have been approximately six to nine months or less.

Estimated Marketing Time:

Marketing time is defined as follows: *"The time it takes an interest in real estate to sell on the market subsequent to the date of an appraisal. Reasonable marketing time is an estimate of the amount of time it might take to sell an interest in real property at its estimated market value during the period immediately after the effective date of the appraisal; the anticipated time required to expose the property to a pool of prospective purchasers and to allow appropriate time for negotiation, the exercise of due diligence, and the consummation of a sale at a price supportable by concurrent market conditions."* (The Dictionary of Real Estate Appraisal, Fourth Edition, 2002, Appraisal Institute)

The opinion of marketing time uses some of the same data analyzed in the process of estimating reasonable exposure time and is not intended to be a prediction of a date of sale. For this analysis, one assumes a normal marketing time with an aggressive and professional marketing program. Based on the marketing times reported for comparable unimproved tracts of mixed use development land in the general area along with discussions with commercial brokers in the area, it is the appraiser's opinion that a sale of the appraised property could be

achieved within approximately six to nine months or less. This six to nine month marketing period assumes the property would be professionally and aggressively marketed at the final estimate of value indicated in this report assuming continued similar market conditions.

RECONCILIATION AND FINAL VALUE CONCLUSION:

Reconciliation is the function in the valuation process in which an appraiser analyzes alternative conclusions and selects a final value estimate from among two or more indications of value. A thorough review of the entire valuation process may precede reconciliation.

Reconciliation is the part of the valuation process in which an appraiser most directly draws upon his experience, expertise, and professional judgment to resolve differences among the value indications derived from the application of approaches. The appraiser weighs the relative significance, applicability, and defensibility of each value indication and relies most heavily on the one most appropriate to the purpose of the appraisal. The conclusion drawn is based on the appropriateness, the accuracy, and the quantity of the evidence in the entire appraisal.

The Sales Comparison Approach has been utilized to estimate the value of the subject site and is considered to be the only applicable approach to value. The Cost Approach was not applicable as there are no improvements involved. The Income Capitalization Approach was not considered applicable in the valuation of the subject property either as sites such as the subject are not typically leased and inadequate ground lease data is available.

The Sales Comparison Approach was based upon the most recent sales of comparable unimproved tracts of land with similar zoning or highest and best use found in the subject area. A total of six recent sales of comparable unimproved tracts of land with similar commercial zoning in the subject area were analyzed in the valuation of the ±2.919 acres of subject land zoned "C-2" General Commercial District. A total of eight recent sales of comparable unimproved tracts of land with similar zoning (multi-family residential or high density single-family residential) in the subject area were analyzed in the valuation of the ±3.567 acres of subject land zoned "RM-6" Medium Density Apartment District. Based upon the quantity and quality of available comparable sales data, the value indication by the Sales Comparison Approach is considered to be reliable and well supported.

Based upon this appraisal, it is the appraiser's opinion that the market value of the fee simple interest in the subject property "as is" as of March 3, 2023, is:

MARKET VALUE "AS IS"

ONE MILLION FIVE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS
($1,575,000.00)

The estimated market value of $1,575,000 is equivalent to a value of $5.57 per square foot for the overall site (±6.486 acres).

APPRAISER'S CERTIFICATION

The undersigned does hereby certify that, except as otherwise noted in this appraisal report:

I have no present or contemplated future interest in the real estate that is the subject of this appraisal report.

I have no personal interest or bias with respect to the subject matter of this appraisal report or to the parties involved with this assignment.

To the best of my knowledge and belief, the statements of fact contained in this appraisal report, upon which analyses, opinions, and conclusions expressed herein are based, are true and correct.

This appraisal report sets forth all of the limiting conditions (imposed by the terms of my assignment or by the undersigned) affecting the analyses, opinions, and conclusions contained in this report.

This appraisal report has been made in conformity with, and is subject to, the requirements of the Uniform Standards of Professional Appraisal Practice promulgated by the Appraisal Standards Board of the Appraisal Foundation.

No one, other than the undersigned, prepared the analyses, conclusions, and opinions concerning the real estate that are set forth in this appraisal report.

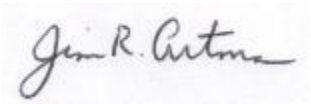
The appraiser certifies that the compensation for this appraisal is not contingent upon the reporting of a predetermined value or directed value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I have made a personal inspection of the property that is the subject of this report.

This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

I am certified by the State of Oklahoma as a Certified General Real Estate Appraiser, Certified General Appraiser No. 10289CGA, through December 31, 2024.

I certify that I have not previously provided any services relative to the subject property within the past three years, and that the client was advised of the same prior to engagement.



Date: March 6, 2023

Jim R. Artman
Certified General Appraiser No. 10289CGA

QUALIFICATIONS OF APPRAISER

James(Jim) R. Artman
ARTMAN APPRAISAL COMPANY
4612 Foxborough Court
Norman, Oklahoma 73072

EXPERIENCE:

Oct., 1978 – Present	General real estate appraisal practice as owner of Artman Appraisal Company in Norman, Oklahoma. Primary area of assignments is Norman, Cleveland County, Moore, McClain County, and Oklahoma City metropolitan area.
March, 1978 - Sept., 1978	Vice President, Savings Investment Service Corporation.
April, 1977 - Feb., 1978	Associate Appraiser, Oklahoma Appraisal Company, Inc.
Jan., 1977 - March, 1977	Regional Appraisal Manager, Sooner Federal Savings and Loan Association.
June, 1973 - Dec., 1976	Staff Appraiser, Sooner Federal Savings and Loan Association.

GENERAL EDUCATION:

Bachelor of Sciences (Mathematics major, Economics minor). Conferred by University of Oklahoma, May,1972.

Successful completion of 21 credit hours toward M.B.A. degree, University of Oklahoma.

REAL ESTATE APPRAISAL EDUCATION:

Successful completion of Course I-A and examination, American Institute of Real Estate Appraisers, May, 1974. (79 hours credit)

Successful completion of Course I-B and examination, American Institute of Real Estate Appraisers, May, 1975. (76 hours credit)

Successful completion of Course II and examination, American Institute of Real Estate Appraisers, March, 1976. (79 hours credit)

Successful completion of Narrative Residential Case Study Examination and Narrative Report Writing Seminar, Course #102 "Applied Residential Property Valuation," Society of Real Estate Appraisers, December, 1976. (39 hours credit)

REAL ESTATE APPRAISAL EDUCATION: (Cont'd.)

Successful completion of Course VI and examination, American Institute of Real Estate Appraisers, February, 1977. (39 hours credit)

Successful completion of Standards of Professional Practice (Part A) and examination, The Appraisal Institute, July, 1991 (16 hours credit)

Successful completion of Standards of Professional Practice (Part B) -Course #420 and examination, The Appraisal Institute, August, 1994 (11 hours credit).

Educational seminars and courses in real estate appraisal are continuously attended in compliance with continuing education requirements by the Oklahoma Real Estate Appraisal Board (current requirement is 42 hours every three years).

PROFESSIONAL MEMBERSHIPS & AFFILIATIONS:

Former Board Member, Oklahoma Real Estate Appraiser Board
(July 2, 2013 through July 1, 2018)

Member, Standards and Disciplinary Procedures Committee
Oklahoma Real Estate Appraiser Board

Past Chairman, Probable Cause Committee
Oklahoma Real Estate Appraiser Board

Member, Real Estate Appraisal Data, Inc.

Appraiser attends regular meetings of Oklahoma Great Plains Chapter of the Appraisal Institute.

STATE CERTIFICATION:

Certified General Appraiser No. 10289CGA
State of Oklahoma
(Certified through December 31, 2024)

State of Oklahoma

Glen Mulready, Insurance Commissioner

Oklahoma Real Estate Appraiser Board

This is to certify that:

James Artman

has complied with the provisions of the Oklahoma Real Estate Appraisers Act to transact business as a ***State Certified General*** *Real Estate Appraiser in the State of Oklahoma.*

In Witness Whereof, I have hereunto set my hand and caused the seal of my office to be affixed at the City of Oklahoma City, State of Oklahoma, this 21st day of December , 2021 .

Glen Mulready, Insurance Commissioner
Chairperson, Oklahoma Real Estate Appraiser Board

Members, Oklahoma Real Estate Appraiser Board

Brandon Witt

Patricia N. Bo

Expires:

12/31/2024

Oklahoma Appraiser Number:

10289CGA

Commitment for Title Insurance

Transaction Identification Data for reference only:
Issuing Agent: Old Republic Title Company of Oklahoma
Issuing Office: 4040 North Tulsa, Oklahoma City, Oklahoma 73112
ALTA® Universal ID:
Issuing Office File Number: 23291512
Property Address: NORMAN, OK
Revision Number: Title Processor: (DN)

SCHEDULE A

1. Commitment Date: March 3, 2023 at 7:30 A.M.
   Federal Court: March 2, 2023 at 7:30 A.M.

2. Policies to be Issued:

   (a) 2006 ALTA OWNER'S POLICY — Proposed Policy Amount: $1,575,000.00

   Proposed Insured:
   FLESKE HOLDING COMPANY, LLC, or its Assigns

   (b) 2006 ALTA LOAN POLICY — Proposed Policy Amount: TBD

   Proposed Insured:
   To Be Determined

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple

4. Title to the Fee Simple estate or interest in the land is at the Commitment Date vested in:

   Tull Commercial Properties LLC, an Oklahoma limited liability company, by instrument recorded January 9, 2023 in Book 6510, Page 1013

5. The land is described as follows:

   See Attached Legal Description

OLD REPUBLIC TITLE COMPANY OF OKLAHOMA
AS AGENT FOR:
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY


Authorized Signature

SCHEDULE B - SECTION I

REQUIREMENTS

The following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records. Note: If the seller or mortgagor are individuals, the deed and/or mortgage must show marital status, and if married, be joined by spouse.
5. Furnish properly executed Title Insurance Affidavit.
6. If the funds to be advanced under the insured mortgage are for construction purposes, provide the following:
   (a) Satisfactory Certificate from Survey Company stating that upon inspection of the property, subsequent to the recordation of the mortgage to be insured, no materials have been delivered, labor performed, or construction commenced prior to the recording of said mortgage.
   (b) Satisfactory Lien Waivers from all laborers, material suppliers, surveyors and/or engineers.
7. Final policy cannot be issued unless abstract certificate date, which is March 3, 2023, is not more than 180 days from the recording date of the instruments to be insured. Additional charges may apply if instruments not recorded within 180 days.

8. Obtain Split Lot Deed approval from the proper city or county planning commission prior to filing of record.

9. Provide for examination and possible further requirements, the current or most up-to-date Articles of Organization and Operating Agreement for Tull Commercial Properties LLC.

10. Provide for examination and possible further requirements, the current or most up-to-date Articles of Organization and Operating Agreement for Fleske Holding Company, LLC.

11. Furnish to this office for examination and possible further requirements, full transcript of Probate Case No. PB-2008-67 filed in Tulsa County, styled In the Matter of the Estate of Michelle Jeannine Tull, Deceased.

12. In the prior chain of title, are 2 deeds from Vida M. Tull to Travis Tull and Jowell Irene Tull, Trustees, as to an undivided 1/3 interest to the subject property, recorded in Book 352, Page 393 and Book 377, Page 232. Subsequently an Affidavit was recorded in Book 2489, Page 830 indicating that Vida M. Tull created the Trust for the benefit of her grandson Travis Arthur Tull. Travis Arthur Tull and ALL named trustees are now deceased : PRIOR TO CLOSING, Obtain and file of record, with proper execution and acknowledgement a Warranty/Quit Claim Deed from Current Trustees of the Irrevocable Trust for benefit of Travis Arthur Tull to Tull Commercial Properties LLC.

CONTINUED

13. Obtain Statement from the City of Norman, reflecting no moneys are due pursuant to Road Improvement District Resolution R-0102-105, recorded in Book 3406, Page 1378.

NOTICE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

SCHEDULE B - SECTION II

EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Easements, claims of easements and rights or claims of parties in possession not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments and any facts which an accurate and complete As-Built Survey. Note: If the property is improved with a single-family residential dwelling house and the Company is provided with a satisfactory inspection, showing no encroachments, this exception will be deleted from the Mortgagee Policy and will be modified on the Owner Policy to include the following: "this policy insures against loss or damage arising from the entry of a Final Judgment of a court of competent jurisdiction which requires the insured to remove an existing residential structure other than a boundary wall, fence, concrete, swimming pools, storm shelters, outbuildings because it extends onto adjoining land, onto any easement or over any building set back line."
4. Any lien or right to a lien imposed by law for services, labor or material heretofore or hereafter furnished, except for any such lien the assertion of which by a claimant is shown by the public records at Date of Policy.
5. Taxes for the year 2023 and subsequent years, and taxes or assessments which are not shown as existing liens by the public records.
6. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
7. Water rights, claims or title to water, whether or not shown by the public records.
8. Statutory easement for roadway purposes along all section lines.
9. Easement in favor of the County of Cleveland recorded in Book 353, Page 536.
10. Easement in favor of the County of Cleveland recorded in Book 353, Page 535.
11. Grant of Easement in favor of the City of Norman recorded in Book 545, Page 152.
12. Temporary Easement in favor of the City of Norman recorded in Book 696, Page 370.
13. Easement for Public Highway in favor of the County of Cleveland recorded in Book 696, Page 339 and Correction in Book 720, Page 578.
14. Easement for Public Highway in favor of the County of Cleveland recorded in Book 696, Page 345 and Correction in Book 720, Page 576.
15. Easement for Public Highway in favor of the County of Cleveland recorded in Book 696, Page 351 and Correction in Book 720, Page 574.

16. Right-of-way/easement in favor of Oklahoma Gas and Electric Company recorded in Book 1032, Page 92.
17. Easement for Roadway and Utility Purposes in favor of Independent School District No. 29 of Cleveland County, Oklahoma recorded in Book 2491, Page 288.
18. Grant of Easement in favor of the City of Norman recorded in Book 2905, Page 85.
19. Temporary Easement in favor of Oklahoma Gas and Electric Company recorded in Book 2911, Page 460.
20. Grant of Easement Rock Creek Road Widening Project, in favor of the City of Norman recorded in Book 3279, Page 405.
21. Resolution No. R-0102-105 Declaring a Recoupment Project for Costs Associated with Improvements to Porter Avenue recorded in Book 3406, Page 1378.
22. Grant of Easement in favor of the City of Norman recorded in Book 3427, Page 1221.
23. Rules and Regulations for the Central Oklahoma Master Conservancy District recorded in Book 1897, Page 303, and in Book 1899, Page 29, and in Book 5873, Page 1469.
24. Rights or claims of tenants in possession not shown by the public records.
25. Liens that affect the title to the estate or interest insured, but that are subordinate to the lien of the insured mortgage.

EXHIBIT "A"

A tract of land in the Northeast Quarter of Section 19, Township 9 North, Range 2 West of the Indian Meridian, City of Norman, Cleveland County, Oklahoma, being part of a tract of land described in Order Allowing Final Report and Final Account, Determination Heirship, and Final Decree of Distribution, recorded in Book 6510, Page 1013 in the Cleveland County Courthouse , being more particularly described as follows:
BEGINNING at the Northwest Corner of said Northeast Quarter; THENCE North 89°47'48" East, along the north line of said Northeast Quarter, a distance of 1052.26 feet; THENCE South 00 °38'35" East a distance of 334.35 feet to the Northeast Corner of a tract described in Warranty Deed, recorded in Book 2491, Page 297 in the Cleveland County Courthouse; THENCE North 89°58'03" West, along the north line of tract described in said Warranty Deed, a distance of 1051.81 feet (Deed 1050.00 feet) to the west line of said Northeast Quarter; THENCE North 00°43'41" West, along the west line of said Northeast Quarter, a distance of 330.02 feet (Deed 330.34 feet) to the POINT OF BEGINNING.

68335
/

Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I —Requirements; Schedule B, Part II —Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I —Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Issued through the office of:
OLD REPUBLIC TITLE COMPANY OF OKLAHOMA
AS AGENT FOR:
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
4040 North Tulsa
Oklahoma City, OK 73112

Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 *www.oldrepublictitle.com*

By C Monroe President

Attest David Wold Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company 's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I—Requirements; and
(f) Schedule B, Part II—Exceptions; and
(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  (i) comply with the Schedule B, Part I—Requirements;
  (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  (iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at < http://www.alta.org/arbitration>.

Cleveland County Oklahoma Assessor's Office

Cleveland County Oklahoma Assessor's Office

Account #: 68335 / Parcel ID: SD29 9 2W 19007

CURRENT TULL, MICHELLE J
15 W 6th ST, Ste 2600
Tulsa OK 74119-5413

Current Market Value
$233,929

KEY INFORMATION

Tax Year	**2022**		
Land Size	**74.6700**	Land Units	**AC**
Class	**Rural Agricu**	School District	**SCHOOL DISTRICT 29**
Section	**19**	Township	**9**
Range	**2W**	Neighborhood	**Agricultural**
Legal Description	**19-9-2W 74.67 AC PRT NE/4 BEG NE/C S1787.53` W812.95` S245.02` W742.51` N1834.62` W1050` N330.34` E2640` POB**		
Mailing Address	**TULL, MICHELLE J, 15 W 6th ST, Ste 2600, Tulsa, 74119-5413, 74119-5413**		

ASSESSMENT DETAILS

Market Value	**$233,929**
Taxable Value	**$233,929**
Land Value	**$22,146**
Gross Assessed Value	**$28,071**
Adjustments	**$0**
Net Assessed Value	**$28,071**
View Taxes for R0068335	

RESIDENTIAL

RESIDENTIAL BUILDING (1)

Type	**0001**	Description	**Conventional 1 Story**	Quality	**Average**
Stories	**1.0**	Condition	**Good**	Year Built	**1910**
Interior	**Drywall**	Exterior Walls	**Frame Masonry Veneer**	Full Baths	**2**
Additional Full Bath	**0**	Half Baths	**0**	Three Quarter Baths	**0**
Total Bathrooms	**2.00**	Roof Type	**Gable**	Bedrooms	**2**
Roof Cover	**Comp Shingle**	Foundation	**Conventional Frame**	Floor Cover	**Allowance**
Cooling	**Central H/A**		Total Finished Area	**2,185**	

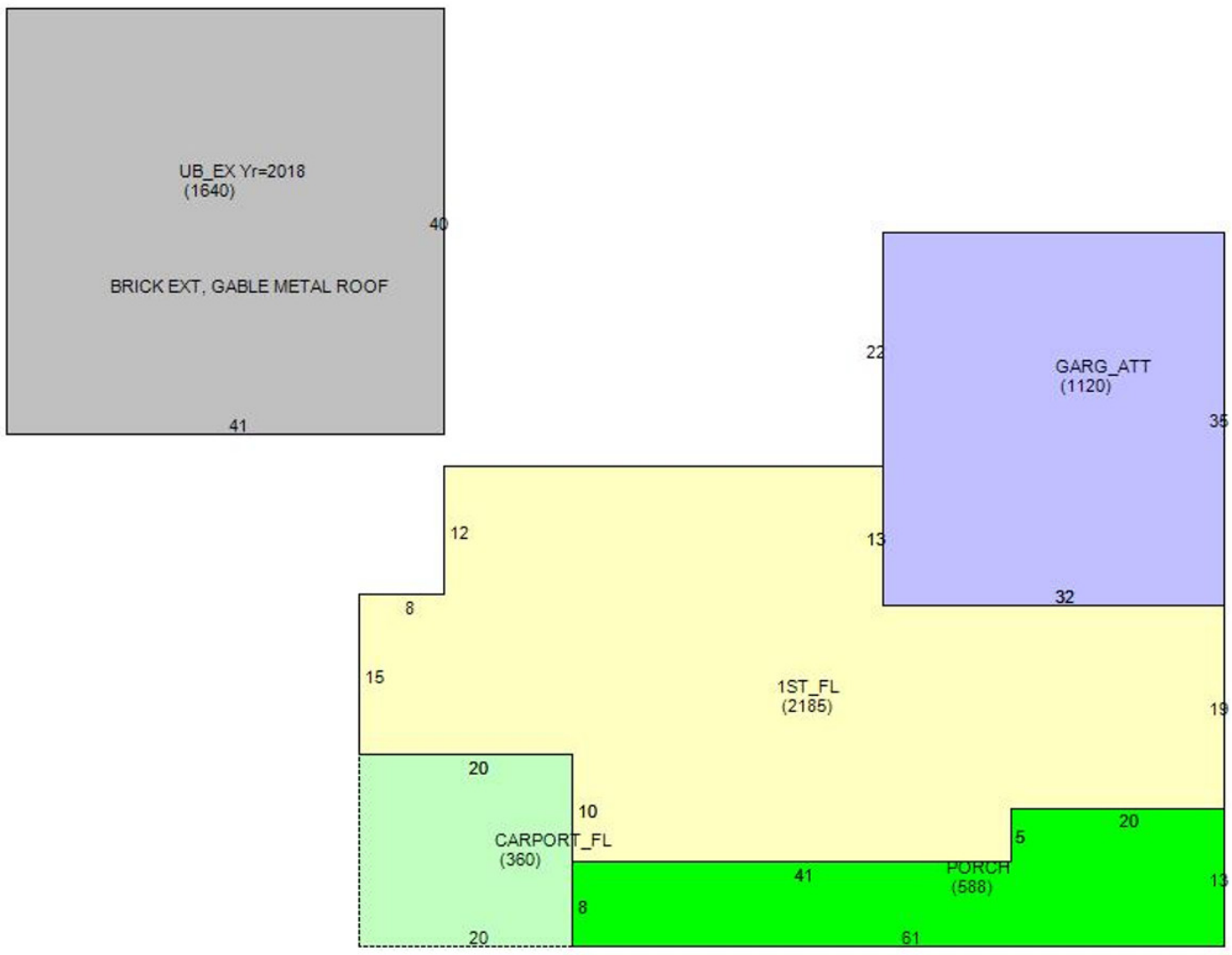
SALES

SALE DATE	SALE PRICE	DEED BOOK	DEED PAGE	GRANTOR	GRANTEE	DEED TYPE
09/07/2005	$0	4064	1075	TULL, TRAVIS ARTHUR	TULL, MICHELLE J	DECD

LAND

UNIT CODE	DESCRIPTION	USE CODE	ACRES / LOTS	USE VALUE
C13	C13	TIMBER/WASTE	20.10	$968
C3	C3	NATIVE PASTURE	2.00	$150
C50	C50	NATIVE PASTURE	23.00	$5,951
C51	C51	NATIVE PASTURE	18.00	$2,835
C64	C64	NATIVE PASTURE	1.00	$150
C84	C84	NATIVE PASTURE	1.00	$165
C94	C94	NATIVE PASTURE	2.57	$386
C94	C94	TIMBER/WASTE	6.00	$526
H1	HOME SITE	Use Code NOT MAPPED	1.00	$8,500





Data last updated: 02/15/2023

City of Norman WebMap



3/29/2023, 9:13:38 AM

OU
Park
Lake Thunderbird
Railroad
Streets
Centerline Labels (10,000+)

AerialPhoto2021
Red: Band_1
Green: Band_2
Blue: Band_3

1:1,953

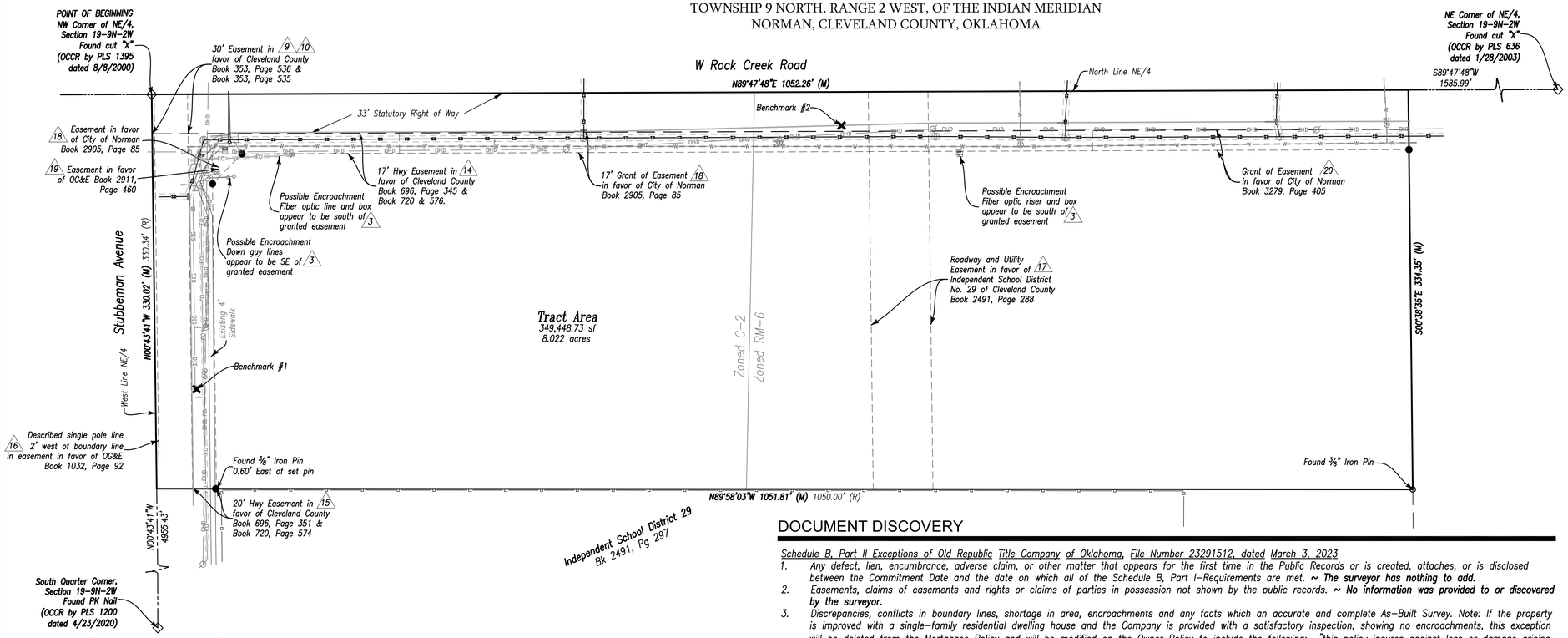
0 0.02 0.04 0.09 mi
0 0.04 0.07 0.15 km

City of Norman, GIS Services Division

City of Norman, Interactive Map
The City of Norman assumes no responsibility of errors or omissions in the information presented.

ALTA/NSPS LAND TITLE SURVEY

A PART OF THE NE/4 OF SECTION 19
TOWNSHIP 9 NORTH, RANGE 2 WEST, OF THE INDIAN MERIDIAN
NORMAN, CLEVELAND COUNTY, OKLAHOMA



COMMITMENT DESCRIPTION

A tract of land in the Northeast Quarter of Section 19, Township 9 North, Range 2 West of the Indian Meridian, City of Norman, Cleveland County, Oklahoma, being part of a tract of land described in Order Allowing Final Report and Final Account, Determination Heirship, and Final Decree of Distribution, recorded in Book 6510, Page 1013 in the Cleveland County Courthouse, being more particularly described as follows:
BEGINNING at the Northwest Corner of said Northeast Quarter; THENCE North 89°47'48" East, along the north line of said Northeast Quarter, a distance of 1052.26 feet; THENCE South 00°38'35" East a distance of 334.35 feet to the Northeast Corner of a tract described in Warranty Deed, recorded in Book 2491, Page 297 in the Cleveland County Courthouse; THENCE North 89°58'03" West, along the north line of tract described in said Warranty Deed, a distance of 1051.81 feet (Deed 1050.00 feet) to the west line of said Northeast Quarter; THENCE North 00°43'41" West, along the west line of said Northeast Quarter, a distance of 330.02 feet (Deed 330.34 feet) to the POINT OF BEGINNING.

TABLE A ITEMS

A–1. *The survey monuments found and set are shown on the survey.*
A–2. *Physical Location: The SE corner of Stubbeman Avenue and W Rock Creek Road, Norman, Oklahoma.*
A–4. *Gross land area for the subject tract is 8.022 acres, or 349,448.73 sf, more or less. Net land area outside of roadway right of ways is 6.486 acres, or 282,519.16 sf, more or less.*
A–7. *There are no existing buildings on the subject tract.*
A–8. *Substantial above ground features are shown on the survey.*
A–9. *There are no existing parking spaces on site.*
A–10. *There are no common walls between ownerships.*
A–11. *Utilities that were located by the surveyor on the subject tract is shown on the survey.*
A–16. *The surveyor did not observe evidence of recent earth moving work on the subject tract.*

GENERAL NOTES

G–1. *This survey meets or exceeds the requirements set forth by the "Oklahoma Minimum Standards for the Practice of Land Surveying" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.*
G–2. *All distances and dimensions shown on this survey are GRID distances.*
G–3. *The term "Certify" or "Certification" and "Correct" as noted on this survey and as it pertains to Land Surveying Services as shown on this document shall mean, "A statement that is signed by the Professional Land Surveyor, based on the facts and the knowledge known to the Professional Land Surveyor at the time of the Survey and is not a Guarantee or Warranty, either expressed or implied".*
G–4. *The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor does not warrant that the underground utilities shown are in the exact location indicated, although he does certify that they are located as accurately as possible from the information available. The surveyor has not physically located the underground utilities unless otherwise noted.*

SURVEYOR'S CERTIFICATE

This survey is made for the benefit of:

1. *Old Republic Title Company of Oklahoma*
2. *Norman Board of Education (Independent School District #29)*

I, Kent Mace, a Registered Professional Land Surveyor, do hereby certify to the aforesaid parties, as of the date set forth below that I, or others under my direct supervision, have made a careful survey of a tract of land described above. This map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 4, 7, 8, 9, 10, 11 and 16, of Table A thereof. The field work was completed on April 2, 2023.

DOCUMENT DISCOVERY

Schedule B, Part II Exceptions of Old Republic Title Company of Oklahoma, File Number 23291512, dated March 3, 2023

1. *Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I–Requirements are met.* ***~ The surveyor has nothing to add.***
2. *Easements, claims of easements and rights or claims of parties in possession not shown by the public records.* ***~ No information was provided to or discovered by the surveyor.***
3. *Discrepancies, conflicts in boundary lines, shortage in area, encroachments and any facts which an accurate and complete As–Built Survey. Note: If the property is improved with a single–family residential dwelling house and the Company is provided with a satisfactory inspection, showing no encroachments, this exception will be deleted from the Mortgagee Policy and will be modified on the Owner Policy to include the following: "this policy insures against loss or damage arising from the entry of a Final Judgment of a court of competent jurisdiction which requires the insured to remove an existing residential structure other than a boundary wall, fence, concrete, swimming pools, storm shelters, outbuildings because it extends onto adjoining land, onto any easement or over any building set back line."* ***~ Encroachments shown on drawing.***
4. *Any lien or right to a lien imposed by law for services, labor or material heretofore or hereafter furnished, except for any such lien the assertion of which by a claimant is shown by the public records at Date of Policy.* ***~ The surveyor has nothing to add.***
5. *Taxes for the year 2023 and subsequent years, and taxes or assessments which are not shown as existing liens by the public records.* ***~ The surveyor has nothing to add.***
6. *Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.* ***~ No information was provided to or discovered by the surveyor.***
7. *Water rights, claims or title to water, whether or not shown by the public records.* ***~ No information was provided to or discovered by the surveyor.***
8. *Statutory easement for roadway purposes along all section lines.* ***~ Does affect subject tract. Shown on drawing.***
9. *Easement in favor of the County of Cleveland recorded in Book 353, Page 536.* ***~ Does affect subject tract. Shown on drawing.***
10. *Easement in favor of the County of Cleveland recorded in Book 353, Page 535.* ***~ Does affect subject tract. Shown on drawing.***
11. *Grant of Easement in favor of the City of Norman recorded in Book 545, Page 152.* ***~ Does not affect subject tract.***
12. *Temporary Easement in favor of the City of Norman recorded in Book 696, Page 370.* ***~ Does not affect subject tract.***
13. *Easement for Public Highway in favor of the County of Cleveland recorded in Book 696, Page 339 and Correction in Book 720, Page 578.* ***~ Does not affect subject tract.***
14. *Easement for Public Highway in favor of the County of Cleveland recorded in Book 696, Page 345 and Correction in Book 720, Page 576.* ***~ Does affect subject tract. Shown on drawing.***
15. *Easement for Public Highway in favor of the County of Cleveland recorded in Book 696, Page 351 and Correction in Book 720, Page 574.* ***~ Does affect subject tract. Shown on drawing.***
16. *Right–of–way/easement in favor of Oklahoma Gas and Electric Company recorded in Book 1032, Page 92.* ***~ Does affect subject tract. A single pole line is described in the easement text and that line is shown on drawing.***
17. *Easement for Roadway and Utility Purposes in favor of Independent School District No. 29 of Cleveland County, Oklahoma recorded in Book 2491, Page 288.* ***~ Does affect subject tract. Shown on drawing.***
18. *Grant of Easement in favor of the City of Norman recorded in Book 2905, Page 85.* ***~ Does affect subject tract. Shown on drawing.***
19. *Temporary Easement in favor of Oklahoma Gas and Electric Company recorded in Book 2911, Page 460.* ***~ Does affect subject tract. Shown on drawing.***
20. *Grant of Easement Rock Creek Road Widening Project, in favor of the City of Norman recorded in Book 3279, Page 405.* ***~ Does affect subject tract. Shown on drawing.***
21. *Resolution No. R–0102–105 Declaring a Recoupment Project for Costs Associated with Improvements to Porter Avenue recorded in Book 3406, Page 1378.* ***~ Though the subject tract is part of an identified abutting property in this document, the subject tract is not adjacent to Porter Avenue and is over 1500 feet from Porter Avenue. The subject tract, as a part of its parent tract, is affected by this document.***
22. *Grant of Easement in favor of the City of Norman recorded in Book 3427, Page 1221.* ***~ Does not affect subject tract.***
23. *Rules and Regulations for the Central Oklahoma Master Conservancy District recorded in Book 1897, Page 303, and in Book 1899, Page 29, and in Book 5873, Page 1469.* ***~ Does affect subject tract.***
24. *Rights or claims of tenants in possession not shown by the public records.* ***~ No information was provided to or discovered by the surveyor.***
25. *Liens that affect the title to the estate or interest insured, but that are subordinate to the lien of the insured mortgage.* ***~ No information was provided to or discovered by the surveyor.***

ADDITIONAL NOTES:

26. *Last date of field work: April 2, 2023.*
27. *This survey and plan is based upon Order Allowing Final Report and Final Account, Determination Heirship, and Final Decree of Distribution, recorded in Book 6510, Page 1013 in the Cleveland County Courthouse.*
28. *The Survey Basis of Bearings is the North line of said NE/4 as being N 89°47'48" E.*
29. *Per FEMA Flood Insurance Rate Map (FIRM) Map No. 40027 C0280J, Effective Date of 01–15–2021, the subject tracts are in Zone X, areas determined to be outside the 0.2% annual chance floodplain.*
30. *No zoning report or letter was provided. The current zoning for the west half of the subject tract is C–2, General Commercial. The current zoning for the east half of the subject tract is RM–6, Medium Density Apartment. See SEC. 424.1 – C–2, GENERAL COMMERCIAL DISTRICT and SEC. 422.3 – RM–6, MEDIUM DENSITY APARTMENT DISTRICT of the Norman Code of Ordinance.* ***~ It appears that Norman Board of Education (Independent School District #29) is exempt from any zoning or platting requirements of the City of Norman as per City Memo dated May 17, 2002 from Patrick Copeland, Manager, Development Services Division to the the City Manager, City Attorney, and Director of Planning. This would appear to remove the need for Note #3 in Schedule B – Section I.***

TOPOGRAPHIC LEGEND

NOTE: NOT ALL SYMBOLS MAY BE SHOWN ON THIS SURVEY PLAT

- SET 1/2" IRON PIN WITH CAP "MACBAX CA 8137"
- SET MAG NAIL
- SET BENCHMARK MBLS ALUMINUM CAP
- FOUND SURVEY MONUMENT
- FOUND PLSS MONUMENT
- SECTION LINE
- QUARTER SECTION LINE
- LOT LINE
- BOUNDARY LINE
- RIGHT OF WAY
- BUILDING LINE
- EASEMENT LINE
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- STORM DRAIN MANHOLE
- STORM GRATE
- ROOF DRAIN
- GROUND TRANSFORMER
- ELECTRIC PULL BOX
- ELECTRIC MANHOLE
- ELECTRIC RISER
- ELECTRIC METER
- ELECTRIC VAULT
- LIGHT POLE
- ONG PIPELINE MARKER
- AIR CONDITIONER UNIT
- TRANSFORMER POLE
- POWER POLE
- GUY POLE
- DOWN GUY
- WALL MOUNTED ELECTRIC
- FIRE HYDRANT
- WATER METER
- WATER VALVE BOX
- FIRE DEPARTMENT CONNECTION
- IRRIGATION SYSTEM
- GASLINE WITH BUTTERFLY VALVE
- GAS METER
- GAS VALVE
- WATER SPIGOT
- CABLE TV RISER
- FIBER OPTIC BOX
- TELEPHONE RISER
- COMMUNICATIONS VAULT
- SIGN
- GUARD POST
- HANDICAPPED SPACE
- (R) RECORD MEASUREMENT
- (M) FIELD MEASUREMENT
- U/E UTILITY EASEMENT
- B/L BUILDING LINE
- R/W RIGHT OF WAY
- WOOD PRIVACY FENCE
- CHAIN LINK FENCE
- ELECTRIC UNDERGROUND LINE
- OVERHEAD ELECTRIC LINE
- GAS LINE
- SANITARY SEWER LINE
- STORM DRAIN LINE
- OVERHEAD TELEPHONE LINE
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND FIBER OPTIC LINE
- UNDERGROUND CABLE TV LINE
- WATER LINE
- PETROLEUM PIPELINE
- CURB AND GUTTER
- ASPHALT
- CONCRETE
- BUILDING
- GRAVEL

LICENSED PROFESSIONAL LAND SURVEYOR
KENT MACE
1873
OKLAHOMA
4/6/2023

R 2 W
W ROCK CREEK ROAD
Subject Property
N.W. ¼ | N.E. ¼
19
S.W. ¼ | S.E. ¼
T 9 N (CLOSED)
N PORTER AVENUE (CLOSED)
NORTH

Vicinity Map
Section 19, Township 9N, Range 2W
Not To Scale

N
0 50' 100'

Bearings are Based on the Oklahoma State Plane Coordinate System–South Zone. Plat Reference is N 89°47'48" E along the North Line of said NE/4

DATUM
HORIZONTAL–OKLAHOMA STATE PLANE COORDINATE SYSTEM GRID NORTH, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83) (2011) EPOCH 2010.00 USING NORMAN VERTICAL–NAVD 88 SITE CALIBRATED USING NORMAN SURVEY CONTROL MONUMENT 334

DESCRIPTION	NORTHING (FEET)	EASTING (FEET)	ELEVATION (FEET)
NORMAN MONUMENT 334			
3 1/2" BRONZE DISC IN CONCRETE	702,340.043	2,127,247.720	1163.07
SITE BENCHMARK #1			
MBLS Aluminum Monument	696,799.872	2,132,750.927	1190.03
SITE BENCHMARK #2			
MBLS Aluminum Monument	697,020.480	2,133,290.946	1184.83
SITE BENCHMARKS SHOWN ON PLAT			

Civil Engineers:
MBLS
MacBax Land Surveying, PLLC
civil engineering & land surveying
5744 Huettner Court, Suite 100
Norman, OK 73069
Telephone: (405) 872-7594
Email: Kent@mbls.us
Certificate of Authorization No. 8137

SE Corner of Stubbeman Ave & W Rock Creek Rd
Part of NE/4 Sec 19-T9N-R2W
Norman, OK 73069
Fleske Holding Company, LLC

MARK	DATE	DESCRIPTION

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ALTA/NSPS SURVEY

JOB NUMBER: MB-23024

S-1.000

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fourth day of April in the year Two Thousand Twenty-three
(In words, indicate day, month and year.)

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

Norman Public Schools
Independent School District No. 29 of Cleveland County, Oklahoma
131 S. Flood Ave.
Norman, OK 73170

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

MA+ Architecture, LLC
110 N. Mercedes Dr., Suite 200
Norman, OK 73069
Telephone Number: (405)525-8806

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

2023 Bond Projects for Norman Public Schools
Norman, Oklahoma

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
/

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User Notes:
(913405748)

TABLE OF ARTICLES

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2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement constitutes a master agreement setting for the term and conditions under which the Architect will provide professional services including, but not limited to master planning, scope development and architectural and engineering design services in connection with remodeling, addition to or construction of building and improvements as requested by the Owner. The scope of any services to be performed under the terms of this Agreement and the compensation to be paid to the Architect for such services will be set forth in a Supplemental Schedule and accompanying Exhibit "A" to the Supplemental Schedule to be executed and delivered by the parties prior to the commencement of any work or other activity in connection with a particular project. Each project shall be the subject of a separate Supplemental Schedule. This Agreement and each Supplement Schedule executed by the Owner and the Architect shall constitute the entire integrated agreement between the Owner and the Architect and shall supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument signed by both Owner and Architect.

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

To be determined.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To be determined.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

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User Notes:
(913405748)

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

.1 Design phase milestone dates, if any:

To be determined.

.2 Construction commencement date:

To be determined.

.3 Substantial Completion date or dates:

To be determined.

.4 Other milestone dates:

To be determined.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Procurement method of Competitive Bid pursuant to the Oklahoma Competitive Bidding Act of 1974.
Delivery method of Construction Manager.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Justin Milner, Associate Superintendent & COO
Operational Services, Norman Public Schools
131 South Flood Avenue
Norman, OK 73069
Telephone Number: (405)366-5874

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Unknown at this time.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

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.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Theater Consultant (Audio/Visual Design Consultant, Acoustical Design Services)
Kitchen Consultant
IT Design Services
Storm Shelter Structural and Non-Structural Peer Review Services
Enhanced Structural Storm Shelter Observations

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

Gary L. Armbruster, AIA, ALEP
Principal
110 N. Mercedes Dr., Suite 200
Norman, OK 73069
Telephone Number: (405)525-8806

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Kirkpatrick Forest Curtis, PC
525 Central Park Drive, Suite 202
Oklahoma City, OK 73105
Telephone Number: (405)528-4596

.2 Mechanical Engineer:

Allen Consulting, Inc.
110 N. Mercedes Dr., Suite 100
Norman, OK 73069
Telephone Number: (405)447-2282

.3 Electrical Engineer:

Allen Consulting, Inc.
110 N. Mercedes Dr., Suite 100N
Norman, OK 73069
Telephone Number: (405)447-2282

.4 Landscape Architecture:

To be determined.

§ 1.1.11.2 Consultants retained under Supplemental Services:

Unknown at this time.

(Paragraphs deleted)

Init.
/
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§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraphs deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect represents that Architect is professionally qualified and experienced in the design and provision of architectural services for the construction and renovation of public school buildings and facilities in the State of Oklahoma. The Architect is familiar with Project site and the laws, codes and regulations applicable to the provision of the Architect's services and to the completion and the occupancy of the buildings and facilities comprising the Project. The Architect shall respond, in the design of the Project and in the provision of other services called for in this Agreement, to applicable building codes and other requirements imposed by governmental authorities having jurisdiction over the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) for each occurrence and Four Million Dollars and Zero Cents ($ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each accident, One Million Dollars and Zero Cents ($ 1,000,000.00) each employee, and One Million Dollars and Zero Cents ($ 1,000,000.00) policy limit.

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§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) per claim and Four Million Dollars and Zero Cents ($ 4,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella 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 and the Construction Manager. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants and the Construction Manager. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include dates for delivery of documents during the schematic, design development and construction documents phases and the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Construction Manager and the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The following design services will be considered basic services if associated cost is included in the Cost of Work; programming, landscape design and interior design.

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

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

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§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared by the Construction Manager, consult with the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate. Providing the Owner such information shall not relieve the Construction Manager of his obligations for cost estimating.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall review the updated estimate of the Cost of the Work prepared by the Construction Manager, consult with the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and

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Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall review the updated estimate for the Cost of the Work prepared by the Construction Manager, consult with the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall, in accordance with the requirements of the Oklahoma Public Competitive Bidding Act, and with the assistance of the Construction Manager, prepare necessary bidding information including bid notices, bid forms, and conditions of the Contract and the form of Agreement between Owner and Contractor, all subject to review and approval of the Owner and Owner's counsel. The Architect shall assist the Owner in obtaining competitive bids and in awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

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

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by:

- **.1** Assisting the Construction Manager in preparing bid packages including bidding requirements;
- **.2** Participating in a pre-bid conference for prospective bidders organized and conducted by the Construction Manager;
- **.3** Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda for the Construction Manager to distribute to all prospective bidders; and,
- **.4** Assisting the Construction Manager in organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. If the modification of this Agreement creates a conflict between the provisions of this Agreement and the A201, provisions of this Agreement shall control as it relates to the Architect's services.

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§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. As a part of the 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 shall reject Work which dos 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. 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

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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.

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§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. The Architect shall notify the Owner in writing of **any** proposed Additional Services. Such notification will describe the need for such 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. 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	By Architect.
§ 4.1.1.2 Multiple preliminary designs	By Architect.
§ 4.1.1.3 Measured drawings	Not anticipated to be provided or applicable to 2023 Bonds
§ 4.1.1.4 Existing facilities surveys	By Architect.
§ 4.1.1.5 Site evaluation and planning	By Architect.

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.6 Surveyor	By Owner.
§ 4.1.1.7 Geotechnical Consultant	By Owner.
§ 4.1.1.8 Development of Building Information Models for post construction use	Not anticipated to be provided or applicable to 2023 Bonds
§ 4.1.1.9 Civil engineering	By Owner.
§ 4.1.1.10 Landscape design	By Architect.
§ 4.1.1.11 Architectural interior design	By Architect.
§ 4.1.1.12 Value analysis	By Construction Manager.
§ 4.1.1.13 Detailed cost estimating beyond that required in Section 6.3	By Construction Manager.
§ 4.1.1.14 On-site project representation	By Architect on a periodic basis.
(Row deleted)	
§ 4.1.1.15 Conformed documents for construction	By Construction Manager.
§ 4.1.1.16 As-designed record drawings	By Architect.
§ 4.1.1.17 As-constructed record drawings	By Construction Manager.
§ 4.1.1.18 Post-occupancy evaluation	Not anticipated to be provided or applicable to 2023 Bonds.
(Row deleted)	
§ 4.1.1.19 Facility support services	Not anticipated to be provided or applicable to 2023 Bonds.
(Rows deleted)	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	By Architect.
§ 4.1.1.21 Telecommunications/data design	By Owner but coordinated by the Architect.
§ 4.1.1.22 Security evaluation and planning	By Owner but coordinated by the Architect.
(Rows deleted)	
§ 4.1.1.23 Fast-track design services	Not anticipated to be provided or applicable to 2023 Bonds
(Row deleted)	
§ 4.1.1.24 Multiple bid packages	Construction Manager.
(Row deleted)	
§ 4.1.1.25 Furniture, furnishings, and equipment design	By Architect. Additional services if provided.
§ 4.1.1.26 Other services provided by specialty Consultants	By Owner but coordinated by Architect.
§ 4.1.1.27 Storm Shelter Peer Review (Structural & Non-Structural)	By Owner but coordinated by Architect.
§ 4.1.1.28 Enhanced Structural Storm Shelter Observations	By Owner but coordinated by Architect.
§ 4.1.1.29 Storm Shelter Peer Review	By Owner but coordinated by Architect.
§ 4.1.1.30 HVAC Controls Consultant	By Architect.
§ 4.1.1.31 Theater Consultant (Stage Lighting, Audio Visual, Acoustical Analysis and Design)	By Owner but coordinated by Architect.
§ 4.1.1.32 Sustainable Project Services	Not anticipated to be provided or applicable to 2023 Bonds.
§ 4.1.1.33 Kitchen Design Consultant	By Owner but coordinated by Architect.
§ 4.1.1.34 IT Design Services	By Owner but coordinated by Architect.

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

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(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Geotechnical Engineering, Civil Engineering, Kitchen Consultant, IT Design Services, Theater Consultant, Audio/Visual Design Consultant, Acoustical Design Services, Storm Shelter Peer Review (Structural and Non-Structural), Enhanced Structural Storm Shelter Observations. All Supplemental Services will be coordinated by the Architect.

(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement except for services required due to the fault of the Architect or when the Owner has approved or rejects proposed Additional Services by written notice as provided in Subparagraphs 4.3.1 and 4.2.2, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing except when required in the performance of the Architect's Construction Phase Services or Bidding Phase Services;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

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.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide

(Paragraphs deleted)

a reasonable number or review of the Contractor submittals and reasonable number of the site visits and inspections both taking into consideration the nature and complexity of the Project. Excessive numbers of reviews, visits and inspections shall be provided as Additional Services upon notice to and approval of the Owner.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after the date of Substantial Completion of the Work or issuance of a Certificate of Occupancy, if required.

§ 4.2.5 If the services covered by this Agreement have not been completed within Forty-eight (48) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner's Designated Representative identified in Subparagraph 1.1.7 shall be authorized to act on the Owner's behalf with respect to the Project consistent with the terms and conditions set forth in this Agreement. The Owner's Designated Representative consent material changes in the Project or bind the Owner to the resolution of claims, disputes or other matters affecting the Owner's rights and obligations under this Agreement. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground

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corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. The Cost of the Work does not include the cost to correct non-conforming Work nor shall it include costs resulting from errors or omissions of the Architect.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

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§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner and the Construction Manager to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the total of the trade contractors bids, Construction Manager's fee and General Conditions (the "Guaranteed Maximum Price"), the Owner shall in the Owner's sole discretion

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the

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Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

(Paragraphs deleted)

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(Paragraphs deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Upon termination by the Owner for cause, The Owner's non-exclusive license to use the Instruments of Services become permanent and irrevocable.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7
(Paragraphs deleted)
The Architect shall cooperate fully with any successor architect employed by the Owner and shall furnish originals or copies of the Instruments of Service and all other drawings, specifications, and documents relative to the Project, including date in the electronic format as my be reasonably requested. Reasonable compensation and reimbursement for expenses incurred for the assembly and delivery of such information shall be paid as Additional Services.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Oklahoma.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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(Paragraphs deleted)

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 In any action or arbitration proceeding, including appeals, thereof, brought for breach or to otherwise enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to such other relief as my be awarded.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as in accordance with the provisions of the applicable Supplemental Schedule authorizing the commencement of Work on the Project.

(Paragraphs deleted)

For services rendered during the planning of the Work described in § 3.1 through 3.5, the basis of the fee shall be the Estimate of the Cost of the Work submitted by the Construction Manager and approved by the Owner. The fee shall remain constant (except by increase for scope that may from time to time be approved by the Owner) until a Guaranteed Maximum Price (GMP) has been established by competitive bidding and the Owner awards construction contracts. If the Guaranteed Maximum Price (GMP) for construction is greater than the Estimate of the Cost of the Work, compensation shall be increased proportionately. If the Guaranteed Maximum Price (GMP) for construction is less than the estimate of the Cost of the Work, compensation shall be reduced proportionately. The Cost of the Work shall, for purposes of determining Architect's compensation, include the total of all construction contracts awarded for the construction of the Project including the Construction Manager's fee, General Conditions and Reimbursables. It shall not include contingencies, engineering and other professional fees.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

See attached Exhibit "A", 2023 Hourly Rates for MA+ Architecture, LLC. Wage and Rate Schedule – Exhibit A to Agreement subject to adjustment as provided in Section 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus
(Paragraphs deleted)
Ten percent (10.00%).

§ 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	%)

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Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Refer to Exhibit "A", MA+ Architecture, LLC 2023 Hourly Rates.
(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Permitting and other fees required by authorities having jurisdiction over the Project;
.3 Printing, reproductions, plots, and standard form documents;

(Paragraph deleted)

.4 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.6 Site office expenses when approved in writing by the Owner;

(Paragraphs deleted)

.7 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.8 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear
(Paragraphs deleted)
interest. The rate of interest on unpaid amounts shall be equal to the interest on judgements of the district courts of the State of Oklahoma as established from time to time but never exceed 10% per annum.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

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§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 The Architect will not knowingly allow any employee of the Architect or of any subcontractor to work on school premises during normal school hours if the employee is convicted in this state, the United States or another state of: (1) any sex offense subject to the Sex Offenders Registration Act of this state, similar law of another state, or the federal sex offender registration provisions; or (2) any felony offense, unless (a) the person is a volunteer or (b) the person is performing community service hours under court order or (c) the person is performing services under a supervised work release program or (d) ten (10) years have elapsed since the date of the criminal conviction or (e) the employee has received a Presidential or Gubernatorial pardon for the criminal offense.

§ 12.2 The Architect will furnish a signed statement declaring that no employee working on school premises during normal school hours under the authority of the Architect is in violation of the provisions of this Article.

§ 12.3 The Architect agrees to request similar compliance statements from the Construction Manager and all Trade Contractors and subcontractors employed on the Project. No request for payment will be approved by the Architect unless accompanied by the required compliance statements.
§ 12.4 Architect shall be obligated to prepare the Construction Documents consistent with the Owner's Written Program for the Project and Owner's design standards.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

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

[
(Paragraphs deleted)
X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit "A" – MA+ Architecture, LLC 2023 Hourly Rates

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

Addendum to Agreement of even date.
Supplemental Schedule.

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

OWNER *(Signature)* **ARCHITECT** *(Signature)*

Init.
/
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Cindy Nashert President, Board of Education *(Printed name and title)*	Gary L. Armbruster, AIA, ALEP Principal *(Printed name, title, and license number, if required)*

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Additions and Deletions Report for
AIA® Document B101® – 2017

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PAGE 1

AGREEMENT made as of the Fourth day of April in the year Two Thousand Twenty-three

...

Norman Public Schools
Independent School District No. 29 of Cleveland County, Oklahoma
131 S. Flood Ave.
Norman, OK 73170

...

MA+ Architecture, LLC
110 N. Mercedes Dr., Suite 200
Norman, OK 73069
Telephone Number: (405)525-8806

...

2023 Bond Projects for Norman Public Schools
Norman, Oklahoma

PAGE 2

§ 1.1 This Agreement ~~is based on the Initial Information set forth in this Section 1.1.~~
~~(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")~~constitutes a master agreement setting for the term and conditions under which the Architect will provide professional services including, but not limited to master planning, scope development and architectural and engineering design services in connection with remodeling, addition to or construction of building and improvements as requested by the Owner. The scope of any services to be performed under the terms of this Agreement and the compensation to be paid to the Architect for such services will be set forth in a Supplemental Schedule and accompanying Exhibit "A" to the Supplemental Schedule to be executed and delivered by the parties prior to the commencement of any work or other activity in connection with a particular project. Each project shall be the subject of a separate Supplemental Schedule. This Agreement and each Supplement Schedule executed by the Owner and the Architect shall constitute the entire integrated agreement between the Owner and the Architect and shall supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument signed by both Owner and Architect.

...

To be determined.

...

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To be determined.
PAGE 3

To be determined.

...

To be determined.

...

To be determined.

...

To be determined.

...

Procurement method of Competitive Bid pursuant to the Oklahoma Competitive Bidding Act of 1974.
Delivery method of Construction Manager.

...

N/A

...

Justin Milner, Associate Superintendent & COO
Operational Services, Norman Public Schools
131 South Flood Avenue
Norman, OK 73069
Telephone Number: (405)366-5874

...

Unknown at this time.
PAGE 4

(List any other consultants and contractors retained by the Owner.)

Theater Consultant (Audio/Visual Design Consultant, Acoustical Design Services)
Kitchen Consultant
IT Design Services
Storm Shelter Structural and Non-Structural Peer Review Services
Enhanced Structural Storm Shelter Observations

...

Gary L. Armbruster, AIA, ALEP
Principal
110 N. Mercedes Dr., Suite 200
Norman, OK 73069
Telephone Number: (405)525-8806

...

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Kirkpatrick Forest Curtis, PC
525 Central Park Drive, Suite 202
Oklahoma City, OK 73105
Telephone Number: (405)528-4596

...

Allen Consulting, Inc.
110 N. Mercedes Dr., Suite 100
Norman, OK 73069
Telephone Number: (405)447-2282

...

Allen Consulting, Inc.
110 N. Mercedes Dr., Suite 100N
Norman, OK 73069
Telephone Number: (405)447-2282

.4 Landscape Architecture:
To be determined.

...

Unknown at this time.

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

~~§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

PAGE 5

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect represents that Architect is professionally qualified and experienced in the design and provision of architectural services for the construction and renovation of public school buildings and facilities in the State of Oklahoma. The Architect is familiar with Project site and the laws, codes and regulations applicable to the provision of the Architect's services and to the completion and the occupancy of the buildings and facilities comprising the Project. The Architect shall respond, in the design of the Project and in the provision of other services called for in this Agreement, to applicable building codes and other requirements imposed by governmental authorities having jurisdiction over the Project.

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...

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) for each occurrence and Four Million Dollars and Zero Cents ($ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each accident, One Million Dollars and Zero Cents ($ 1,000,000.00) each employee, and One Million Dollars and Zero Cents ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) per claim and Four Million Dollars and Zero Cents ($ 4,000,000.00) in the aggregate.

PAGE 6

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's ~~consultants.~~ consultants and the Construction Manager. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's ~~consultants.~~ consultants and the Construction Manager. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include dates for delivery of documents during the schematic, design development and construction documents phases and the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Construction Manager and the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

...

§ 3.1.7 The following design services will be considered basic services if associated cost is included in the Cost of Work; programming, landscape design and interior design.

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

PAGE 7

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared ~~in accordance with Section 6.3.~~ by the Construction Manager, consult with the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate. Providing the Owner such information shall not relieve the Construction Manager of his obligations for cost estimating.

...

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§ 3.3.2 The Architect shall ~~update the~~ review the updated estimate of the Cost of the Work prepared ~~in accordance with Section 6.3.~~ by the Construction Manager, consult with the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate.
PAGE 8

§ 3.4.4 The Architect shall ~~update the~~ review the updated estimate for the Cost of the Work prepared ~~in accordance with Section 6.3.~~ by the Construction Manager, consult with the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate.

...

The Architect ~~shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the~~ shall, in accordance with the requirements of the Oklahoma Public Competitive Bidding Act, and with the assistance of the Construction Manager, prepare necessary bidding information including bid notices, bid forms, and conditions of the Contract and the form of Agreement between Owner and Contractor, all subject to review and approval of the Owner and Owner's counsel. The Architect shall assist the Owner in ~~(1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4)~~ obtaining competitive bids and in awarding and preparing contracts for construction.

...

§ 3.5.2.1 Bidding Documents shall consist of ~~bidding requirements and proposed Contract Documents.~~ the Bid Notice, Instructions to Bidders, Bid Form, Bidding Requirements, proposed contract forms including general and supplemental conditions, Specifications and Drawings.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by:

.1 ~~facilitating the distribution of Bidding Documents to prospective bidders;~~ Assisting the Construction Manager in preparing bid packages including bidding requirements;

.2 ~~organizing and conducting~~ Participating in a pre-bid conference for prospective ~~bidders;~~ bidders organized and conducted by the Construction Manager;

.3 ~~preparing~~ Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents ~~to the prospective bidders in the form of addenda;~~ in the form of addenda for the Construction Manager to distribute to all prospective bidders; and,

.4 Assisting the Construction Manager in organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

...

~~**§ 3.5.3 Negotiated Proposals**~~

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

~~**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:~~

~~.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~

~~.2 organizing and participating in selection interviews with prospective contractors;~~

~~.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~

~~.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

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...

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. If the modification of this Agreement creates a conflict between the provisions of this Agreement and the A201, provisions of this Agreement shall control as it relates to the Architect's services.
PAGE 9

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. As a part of the Architect's Basic Services, the Architect shall assist the Owner in the preparation of the final punch list.

...

§ 3.6.2.2 The Architect ~~has the authority to reject Work that does not conform to the Contract Documents.~~ shall reject Work which dos 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. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
PAGE 11

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

...

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. The Architect shall notify the Owner in writing of **any** proposed Additional Services. Such notification will describe the need for such 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. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

...

§ 4.1.1.1 Programming	By Architect.
§ 4.1.1.2 Multiple preliminary designs	By Architect.
§ 4.1.1.3 Measured drawings	Not anticipated to be provided or applicable to 2023 Bonds
§ 4.1.1.4 Existing facilities surveys	By Architect.
§ 4.1.1.5 Site evaluation and planning	By Architect.
§ 4.1.1.6 Surveyor	By Owner.
~~§ 4.1.1.6 Building Information Model management responsibilities~~ § 4.1.1.7 Geotechnical Consultant	By Owner.

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~~§ 4.1.1.7~~ ~~§ 4.1.1.8~~ Development of Building Information Models for post construction use	Not anticipated to be provided or applicable to 2023 Bonds
~~§ 4.1.1.8~~ **§ 4.1.1.9** Civil engineering	By Owner.
~~§ 4.1.1.9~~ **§ 4.1.1.10** Landscape design	By Architect.
~~§ 4.1.1.10~~ **§ 4.1.1.11** Architectural interior design	By Architect.
~~§ 4.1.1.11~~ **§ 4.1.1.12** Value analysis	By Construction Manager.
~~§ 4.1.1.12~~ **§ 4.1.1.13** Detailed cost estimating beyond that required in Section 6.3	By Construction Manager.
§ 4.1.1.14 On-site project representation	By Architect on a periodic basis.
~~§ 4.1.1.13 On-site project representation~~	
~~§ 4.1.1.14~~ **§ 4.1.1.15** Conformed documents for construction	By Construction Manager.
~~§ 4.1.1.15~~ **§ 4.1.1.16** As-designed record drawings	By Architect.
~~§ 4.1.1.16~~ **§ 4.1.1.17** As-constructed record drawings	By Construction Manager.
§ 4.1.1.18 Post-occupancy evaluation	Not anticipated to be provided or applicable to 2023 Bonds.
~~§ 4.1.1.17 Post-occupancy evaluation~~	
§ 4.1.1.19 Facility support services	Not anticipated to be provided or applicable to 2023 Bonds.
~~§ 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	By Architect.
§ 4.1.1.21 Telecommunications/data design	By Owner but coordinated by the Architect.
§ 4.1.1.22 Security evaluation and planning	By Owner but coordinated by the Architect.
~~§ 4.1.1.23 Commissioning~~	
~~§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3~~	
§ 4.1.1.23 Fast-track design services	Not anticipated to be provided or applicable to 2023 Bonds
~~§ 4.1.1.25 Fast-track design services~~	
~~§ 4.1.1.26~~ **§ 4.1.1.24** Multiple bid packages	Construction Manager.
~~§ 4.1.1.27 Historic preservation~~	
~~§ 4.1.1.28~~ **§ 4.1.1.25** Furniture, furnishings, and equipment design	By Architect. Additional services if provided.
~~§ 4.1.1.29~~ **§ 4.1.1.26** Other services provided by specialty Consultants	By Owner but coordinated by Architect.
§ 4.1.1.27 Storm Shelter Peer Review (Structural & Non-Structural)	By Owner but coordinated by Architect.
§ 4.1.1.28 Enhanced Structural Storm Shelter Observations	By Owner but coordinated by Architect.
§ 4.1.1.29 Storm Shelter Peer Review	By Owner but coordinated by Architect.
§ 4.1.1.30 HVAC Controls Consultant	By Architect.
~~§ 4.1.1.30 Other Supplemental Services~~**§ 4.1.1.31** Theater Consultant (Stage Lighting, Audio Visual, Acoustical Analysis and Design)	By Owner but coordinated by Architect.

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§ 4.1.1.33 Kitchen Design Consultant	By Owner but coordinated by Architect.
§ 4.1.1.34 IT Design Services	By Owner but coordinated by Architect.

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N/A

...

Geotechnical Engineering, Civil Engineering, Kitchen Consultant, IT Design Services, Theater Consultant, Audio/Visual Design Consultant, Acoustical Design Services, Storm Shelter Peer Review (Structural and Non-Structural), Enhanced Structural Storm Shelter Observations. All Supplemental Services will be coordinated by the Architect.

~~§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

The Architect may provide Additional Services after execution of this Agreement without invalidating the ~~Agreement. Except~~ Agreement except for services required due to the fault of ~~the Architect,~~ the Architect or when the Owner has approved or rejects proposed Additional Services by written notice as provided in Subparagraphs 4.3.1 and 4.2.2, any Additional Services provided in accordance with this Section ~~4.2~~ 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

...

.7 Preparation for, and attendance at, a public presentation, meeting or ~~hearing;~~hearing except when required in the performance of the Architect's Construction Phase Services or Bidding Phase Services;

PAGE 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 or review of the Contractor submittals and reasonable number of the site visits and inspections both taking into consideration the nature and complexity of the Project. Excessive numbers of reviews, visits and inspections shall be provided as Additional Services upon notice to and approval of the Owner.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after ~~(1)~~ the date of Substantial Completion of the Work or ~~(2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.~~issuance of a Certificate of Occupancy, if required.

§ 4.2.5 If the services covered by this Agreement have not been completed within Forty-eight (48) 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.

...

§ 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.

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§ 5.3 The ~~Owner shall identify a representative~~ Owner's Designated Representative identified in Subparagraph 1.1.7 shall be authorized to act on the Owner's behalf with respect to the ~~Project.~~ Project consistent with the terms and conditions set forth in this Agreement. The Owner's Designated Representative consent material changes in the Project or bind the Owner to the resolution of claims, disputes or other matters affecting the Owner's rights and obligations under this Agreement. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
PAGE 15

~~**§ 5.15** Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. The Cost of the Work does not include the cost to correct non-conforming Work nor shall it include costs resulting from errors or omissions of the Architect.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, ~~prepared by the Architect,~~ represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.
PAGE 16

§ 6.5 If at any time the ~~Architect's~~ Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner and the Construction Manager to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the ~~lowest bona fide bid or negotiated proposal, the Owner shall~~total of the trade contractors bids, Construction Manager's fee and General Conditions (the "Guaranteed Maximum Price"), the Owner shall in the Owner's sole discretion

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the~~ The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.
PAGE 17

~~**§ 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~~

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~~dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

~~**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~

~~**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. ~~If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

...

~~**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:~~
~~*(Check the appropriate box.)*~~

~~[ ] Arbitration pursuant to Section 8.3 of this Agreement~~

~~[ ] Litigation in a court of competent jurisdiction~~

~~[ ] Other: *(Specify)*~~

~~If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.~~

~~**§ 8.3 Arbitration**~~
~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

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~~§ 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.~~

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Upon termination by the Owner for cause, The Owner's non-exclusive license to use the Instruments of Services become permanent and irrevocable.

...

§ 9.6 ~~If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect~~ In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, ~~Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~together with Reimbursable Expenses then due.

§ 9.7 ~~In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~
~~*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*~~

~~.1 Termination Fee:~~

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

The Architect shall cooperate fully with any successor architect employed by the Owner and shall furnish originals or copies of the Instruments of Service and all other drawings, specifications, and documents relative to the Project, including date in the electronic format as my be reasonably requested. Reasonable compensation and reimbursement for expenses incurred for the assembly and delivery of such information shall be paid as Additional Services.

...

§ 10.1 This Agreement shall be governed by the ~~law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~laws of the State of Oklahoma.

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~~§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.~~

~~§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.~~

§ 10.10 In any action or arbitration proceeding, including appeals, thereof, brought for breach or to otherwise enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to such other relief as my be awarded.

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as ~~follows:~~in accordance with the provisions of the applicable Supplemental Schedule authorizing the commencement of Work on the Project.

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

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

~~( )% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

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

For services rendered during the planning of the Work described in § 3.1 through 3.5, the basis of the fee shall be the Estimate of the Cost of the Work submitted by the Construction Manager and approved by the Owner. The fee shall remain constant (except by increase for scope that may from time to time be approved by the Owner) until a Guaranteed Maximum Price (GMP) has been established by competitive bidding and the Owner awards construction contracts. If the Guaranteed Maximum Price (GMP) for construction is greater than the Estimate of the Cost of the Work, compensation shall be increased proportionately. If the Guaranteed Maximum Price (GMP) for construction is less than the estimate of the Cost of the Work, compensation shall be reduced proportionately. The Cost of the Work shall, for purposes of determining Architect's compensation, include the total of all construction contracts awarded for the construction of the Project including the Construction Manager's fee, General Conditions and Reimbursables. It shall not include contingencies, engineering and other professional fees.

...

N/A

...

See attached Exhibit "A", 2023 Hourly Rates for MA+ Architecture, LLC. Wage and Rate Schedule – Exhibit A to Agreement subject to adjustment as provided in Section 11.7.

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§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent (%), or as follows:~~ ~~*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*~~

Ten percent (10.00%).

...

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	%)

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§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. ~~Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.~~

...

Refer to Exhibit "A", MA+ Architecture, LLC 2023 Hourly Rates.

~~**Employee or Category** **Rate ($0.00)**~~

...

~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~

~~.3~~ Permitting and other fees required by authorities having jurisdiction over the Project;

~~.4~~ .3 Printing, reproductions, plots, and standard form documents;

~~.5 Postage, handling, and delivery;~~

~~.6~~ .4 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

~~.7~~ .5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~ .6 Site office expenses when approved in writing by the Owner;

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

~~.10 Site office expenses;~~

~~.11~~ .7 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

~~.12~~ .8 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

~~**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~

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~~*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*~~

...

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear ~~interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~
~~*(Insert rate of monthly or annual interest agreed upon.)*~~

~~% interest.~~ The rate of interest on unpaid amounts shall be equal to the interest on judgements of the district courts of the State of Oklahoma as established from time to time but never exceed 10% per annum.
PAGE 21

§ 12.1 The Architect will not knowingly allow any employee of the Architect or of any subcontractor to work on school premises during normal school hours if the employee is convicted in this state, the United States or another state of: (1) any sex offense subject to the Sex Offenders Registration Act of this state, similar law of another state, or the federal sex offender registration provisions; or (2) any felony offense, unless (a) the person is a volunteer or (b) the person is performing community service hours under court order or (c) the person is performing services under a supervised work release program or (d) ten (10) years have elapsed since the date of the criminal conviction or (e) the employee has received a Presidential or Gubernatorial pardon for the criminal offense.

§ 12.2 The Architect will furnish a signed statement declaring that no employee working on school premises during normal school hours under the authority of the Architect is in violation of the provisions of this Article.

§ 12.3 The Architect agrees to request similar compliance statements from the Construction Manager and all Trade Contractors and subcontractors employed on the Project. No request for payment will be approved by the Architect unless accompanied by the required compliance statements.
§ 12.4 Architect shall be obligated to prepare the Construction Documents consistent with the Owner's Written Program for the Project and Owner's design standards.

...

~~.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~~
.2 Exhibits:

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...

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

_____

[ ] ~~X~~] _____ Other Exhibits incorporated into this Agreement:

...

Exhibit "A" – MA+ Architecture, LLC 2023 Hourly Rates

~~.4~~ .3 Other documents:

...

Addendum to Agreement of even date.
Supplemental Schedule.

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Cindy Nashert	Gary L. Armbruster, AIA, ALEP
President, Board of Education	Principal

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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 12:06:22 ET on 04/07/2023 under Order No. 4104237700 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, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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

This Addendum, entered into this ___ day of April, 2023, by and between **THE INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA**, hereinafter referred to as "Owner" and _____, hereinafter referred to as "Architect", is executed simultaneously with and constitutes a part of the Standard Form of Agreement between Owner and Architect, AIA Document B101-2017 covering professional architectural services for one or more projects contained in Owner's 2019 Bond Program (the "Agreement"). The provisions of this Addendum supercede and void all inconsistent provisions in the Agreement and in any prior agreement between the parties for services to be performed hereunder.

The following section numbers correspond to the numbered sections in the Agreement. If new material is added, the paragraph numbers for those provisions are numbered to be consistent with the format of the Agreement. If a paragraph number appearing in the Agreement does not appear in the Addendum, then no change to that paragraph has been made and the standard provision applies.

1.1 Substituted. *This Agreement constitutes a master agreement setting forth the terms and conditions under which the Architect will provide professional services including, but not limited to, master planning, scope development and architectural and engineering design services in connection with the remodeling, addition to or construction of buildings and improvements as requested by the Owner. The scope of any services to be performed under the terms of this Agreement and the compensation to be paid the Architect for such services shall be set forth in a Supplemental Schedule and accompanying Exhibit "A" to the Supplemental Schedule to be executed and delivered by the parties prior to the commencement of any work or other activity in connection with a particular project. Each project shall be the subject of a separate Supplemental Schedule. This Agreement and each Supplement Schedule executed by the Owner and the Architect shall constitute the entire integrated agreement between the Owner and the Architect and shall supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument signed by both Owner and Architect.*

1.1.5 Modified. Add the following: "*Competitive bid pursuant to the Oklahoma Public Competitive Bidding Act of 1974.*"

2.2 Modified. Add the following: *"The Architect represents that the Architect is professionally qualified and experienced in the design and provision of architectural services for the construction and renovation of public school buildings and facilities in the State of Oklahoma. The Architect is familiar with the Project site and with the laws, codes and regulations applicable to the provision of Architect's services and to the completion and occupancy of the buildings and facilities comprising the Project. The Architect shall respond, in the design of the Project and in the provision of other services called for in this Agreement, to applicable building codes and other requirements imposed by governmental authorities having jurisdiction over the Project."*

2.5.1 Modified. Insert *$2,000,000 combined single limit.*

2.5.2 Modified. Insert *$1,000,000*.

2.5.5 Deleted.

2.5.6 Modified. Insert *$2,000,000 combined single limit*.

3.1.2 Substituted. *The Architect shall coordinate its services with those services provided by the Owner, the Owner's consultants and the Construction Manager. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Owner's consultants and the Construction Manager. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.*

3.1.3 Substituted. *As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include dates for delivery of documents during the schematic, design development and construction documents phases and the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Construction Manager and the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.*

3.1.7 New. *The following design services will be considered basic services if the associated cost is included in the Cost of the Work: programming, landscape design, and interior design.*

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

3.2.6 Substituted. *The Architect shall review the estimate of the Cost of the Work prepared by the Construction Manager, consult with the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate. Providing the Owner such information shall not relieve the Construction Manager of his obligations for cost estimating.*

3.3.2 Substituted. *The Architect shall review the updated estimate of the Cost of the Work prepared by the Construction Manager, consult with the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate.*

3.4.4 Substituted. *The Architect shall review the updated estimate of the Cost of the Work prepared by the Construction Manager, consult with the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate.*

3.5.1 Substituted. *The Architect shall, in accordance with the requirements of the Oklahoma Public Competitive Bidding Act, and with the assistance of the Construction Manager, prepare necessary bidding information including bid notices, bid forms, the conditions of the Contract and the form of Agreement between Owner and Contractor, all subject to the review and approval of Owner and Owner's counsel. The Architect shall assist the Owner in obtaining competitive bids and in awarding and preparing contracts for construction.*

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

3.5.2.2 Substituted. *The Architect shall assist the Owner and Construction Manager in bidding the Project by:*

1. Assisting the Construction Manager in preparing bid packages including bidding requirements;

2. Participating in a pre-bid conference for prospective bidders organized and conducted by the Construction Manager;

3. Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda for the Construction Manager to distribute to al prospective bidders; and

4. Assisting the Construction Manager in organizing and conducting the opening of the bids and subsequently documenting and distributing the bidding results, as directed by the Owner.

3.5.3 Deleted.

3.6.1.1 Modified. Add the following: "*If the modification of this Agreement creates a conflict between the provisions of this Agreement and the A201, the provisions of this Agreement shall control as it relates to the Architect's services.*"

3.6.1.3 Modified. Insert the following provision: "... and terminates *at the later of the issuance of a Certificate of Occupancy, if required, or* the date the Architect issues the final Certificate for Payment. *As a part of Architect's Basic Services, the Architect shall assist the Owner in the preparation of the final punch list*."

3.6.2.2 Modified. Delete the first sentence and replace as follows: "*The Architect shall reject Work which does not conform to the Contract Documents unless the Owner agrees to accept such non-conforming Work and executes an appropriate Change Order evidencing such consent. The Change Order shall provide that the cost of any additional testing and inspection made necessary by non-conforming work shall be charged to the Contractor and deducted from the Contract Price.*"

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

ARTICLE 4, <u>ADDITIONAL SERVICES</u>: Add the following: *"The Architect shall notify the Owner in writing of <u>any</u> proposed Additional Services. Such notification will describe the need for such services, the nature of the services and their estimated cost. Additional Services for which additional compensation is sought shall only be performed upon the prior written approval of the Owner."*

4.2 Modified. Insert the following phrase as indicated: ". . . except for services required due to the fault of the Architect *or when the Owner has not approved or rejects proposed Additional Services by written notice as provided in Subparagraphs 4.3.1 and 4.3.2,* any Additional Services provided in accordance with this Section 4.3 . . .".

4.2.1.7 Modified. Insert the following phrase as indicated: "... meeting or hearing *except when required in the performance of the Architect's Construction Phase Services or Bidding Phase Services.*"

4.2.4 Modified. Delete reference to the anticipated date of Substantial Completion as follows: " . . . 60 days after the date of Substantial Completion of the Work *or issuance of a Certificate of Occupancy, if required*".

4.2.3 Substituted. *The Architect shall provide a reasonable number of reviews of Contractor submittals and reasonable numbers of site visits and inspections both taking into consideration the nature and complexity of the Project. Excessive numbers of reviews, visits and inspections shall be provided as Additional Services upon notice to and approval of the Owner.*

5.2 Modified. Delete the second sentence.

5.3 Modified. Delete the first sentence and insert the following: "*The Owner's Designated Representative identified in Subparagraph 1.1.7 shall be authorized to act on the Owner's behalf with respect to the Project consistent with the terms and conditions set forth in this Agreement. The Owner's Designated Representative is not authorized to amend this Agreement nor may the Owner's Designated Representative consent to material changes in the Project or bind the Owner to the resolution of claims, disputes or other matters affecting the Owner's rights and obligations under this Agreement.*"

5.15 Deleted.

6.1 Modified. Add the following: *"The Cost of the Work does not include the cost to correct non-conforming Work nor shall it include costs resulting from the errors or omissions of the Architect."*

6.2 Modified. Delete the phrase "prepared by the Architect" from the second sentence.

6.5 Substituted. *If at any time the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner and Construction Manager to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.*

6.6 Modified. Revise the first sentence as follows: "*If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the total of the trade contractors bids, Construction Manager's fee and General Conditions (the "Guaranteed Maximum Price"), the Owner shall, in the Owner's sole discretion . . .*"

6.7 Substituted. Delete and substitute as follows: *"If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents, as necessary, to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget, as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6."*

8.1 Deleted.

8.2.1 Modified. Delete the second sentence.

8.2.4 Deleted.

8.3 Deleted.

9.4 Modified. Add the following: "*Upon termination by the Owner for cause, the Owner's non-exclusive license to use the Instruments of Services becomes permanent and irrevocable.*"

9.6 Substituted. Delete and substitute the following: "*In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.*"

9.7 Substituted. Add the following: "*The Architect shall cooperate fully with any successor architect employed by the Owner and shall furnish originals or copies of the Instruments of Service and all other drawings, specifications, and documents relative to the Project, including data in electronic format as may be reasonably requested. Reasonable compensation and reimbursement for expenses incurred for the assembly and delivery of such information shall be paid as Additional Services.*"

10.1 Substituted. This Agreement shall be governed by the laws of the State of Oklahoma.

10.8 Deleted.

10.8.1 Deleted.

10.10 New. *In any action or arbitration proceeding, including appeals thereof, brought for breach or to otherwise enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to such other relief as may be awarded.*

11.1 Substituted. *For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect in accordance with the provisions of the applicable Supplemental Schedule authorizing the commencement of Work on the Project.*

For services rendered during the planning of the Work described in § 3.1 through 3.5, the basis of the fee shall be the Estimate of the Cost of the Work submitted by the Construction Manager and approved by the Owner. The fee shall remain constant (except by increase for scope that may from time to time be approved by the Owner) until a Guaranteed Maximum Price (GMP) has been established by competitive bidding and the Owner awards construction contracts. If the Guaranteed Maximum Price (GMP) for construction is greater than the Estimate of the Cost of the Work, compensation shall be increased proportionately. If the Guaranteed Maximum Price (GMP) for construction is less than the estimate of the Cost of the Work, compensation shall be reduced proportionately. The Cost of the Work shall, for purposes of determining Architect's compensation, include the total of all construction contracts awarded for the construction of the Project including the Construction Manager's fee, General Conditions and Reimbursables. It shall not include contingencies, engineering and other professional fees.

11.3 Modified. Insert the following after the text on the pre-printed form: "*Wage and Rate Schedule - Exhibit ____ to Agreement subject to adjustment as provided in Section 11.7.*"

11.8.1.2 Deleted.

11.8.1.5 Deleted.

11.8.1.8 Deleted.

11.8.1.9 Deleted.

11.8.1.10 Modified. Add the following: "Site office expenses *when approved in writing by the Owner."*

11.10.2.1 Modified. *"The rate of interest on unpaid amounts shall be equal to the interest on judgments of the district courts of the State of Oklahoma as established from time to time but never exceed 10% per annum.*"

ARTICLE 12
EMPLOYEE CRIMINAL CONVICTIONS

12.1 The Architect will not knowingly allow any employee of the Architect or of any subcontractor to work on school premises during normal school hours if the employee is convicted in this state, the United States or another state of: (1) any sex offense subject to the Sex Offenders Registration Act of this state, similar law of another state, or the federal sex offender registration

provisions; or (2) any felony offense, unless (a) the person is a volunteer or (b) the person is performing community service hours under court order or (c) the person is performing services under a supervised work release program or (d) ten (10) years have elapsed since the date of the criminal conviction or (e) the employee has received a Presidential or Gubernatorial pardon for the criminal offense.

12.2 The Architect will furnish a signed statement declaring that no employee working on school premises during normal school hours under the authority of the Architect is in violation of the provisions of this Article.

12.3 The Architect agrees to request similar compliance statements from the Construction Manager and all Trade Contractors and subcontractors employed on the Project. No request for payment will be approved by the Architect unless accompanied by the required compliance statements.

13.2.4 Add. Addendum to Agreement of even date.
Supplemental Schedule

INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA, A/K/A NORMAN PUBLIC SCHOOLS	_____
By: _____	**By:** _____
Name: _____	**Name:** _____
Title: President, Board of Education	**Title:** _____
"Owner"	**"Architect"**

Supplemental Schedule No. ___
to
Master Agreement
Between
Independent School District No. 29 of Cleveland County, Oklahoma,
a/k/a Norman Public Schools ("Owner")
and
_____ ("Architect")
dated _____, 2023 (the "Master Agreement")

This Supplemental Schedule is executed and delivered pursuant to the terms and conditions contained in the Master Agreement between Owner and Architect. This Supplemental Schedule and the attached Exhibit reaffirm and incorporate each of the terms and conditions of the Master Agreement and sets forth the understanding of the Owner and Architect with respect to the specific services to be performed on the project described herein. Terms described in the Master Agreement shall have their defined meanings when used in this Supplemental Schedule.

Project Name:

Description of Project:

Project Parameters:

Project Team:

Architect's Services:

Compensation:

Special Terms:

DATED this ____ day of _____, 2023.

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

By: _____
Name: _____
Title: President, Board of Education

"Owner"

By: _____
Name: _____
Title: _____

"Architect"

Exhibit “A”
MA+ Architecture, LLC Hourly Rates
Effective January 1, 2023

Principal Architect	**$185.00**
Senior Architect	**$170.00**
Project Architect / Level II	**$160.00**
Project Architect / Level I	**$150.00**
Project Manager / Level III	**$140.00**
Project Manager / Level II	**$130.00**
Project Manager / Level I	**$120.00**
Architectural Intern / Level III	**$110.00**
Architectural Intern / Level II	**$100.00**
Architectural Intern / Level I	**$90.00**
Interior Designer, Registered / Manager	**$150.00**
Interior Designer, Registered	**$140.00**
Interior Designer, Intern II	**$105.00**
Interior Designer, Intern I	**$90.00**
Graphic Design / Animation	**$140.00**
Marketing / Graphic Design	**$100.00**
CAD Operator / Level III	**$95.00**
CAD Operator / Level II	**$90.00**
CAD Operator / Level I	**$85.00**
Administrative / Level II	**$85.00**
Administrative / Level I	**$65.00**
Mileage Rate	**65.5 cents per mile**

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Standard Form of Agreement Between Owner and Architect

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.

AGREEMENT made as of the sixth day of April in the year twenty twenty-three
(In words, indicate day, month and year.)

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

Norman Public School
131 S. Flood Avenue
Norman, OK 73069
Telephone Number: 405-364-1339

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

CWA Group, PLLC
River Oaks Plaza
3637 West Main Street
Norman, OK 73072
Telephone Number: 405-329-0423
Fax Number: 405-364-1439

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

Architect to provide professional Architectural Design Services for the Norman Public Schools 2023 Bond Initiative to include, but not limited to, the Renovations and Additions of the Norman Public School Districts Elementary Schools at various locations in Norman, Cleveland County, Oklahoma.
Architect's Project No.: 23016

The Owner and Architect agree as follows.

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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.")

§ 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.)

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 Accompanying Attachment "A". This Agreement and Supplemental Schedule executed by Owner and Architect 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 the Owner and Architect..

Refer to Attachment "A" for a List of Projects and Locations.

§ 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.)

Initial Information provided by Owner

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

Init. /

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(Provide total and, if known, a line item breakdown.)

Initial Information provided by Owner.

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

.1 Design phase milestone dates, if any:

To be determined based on Final Project Scope

.2 Construction commencement date:

To be determined based on Award of Contract

.3 Substantial Completion date or dates:

To be determined on Award of Contract

.4 Other milestone dates:

To be determined based on Final Project Scope

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

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

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A
(Paragraph Deleted)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Justin Milner
Operational Services, Norman Public School
131 S. Flood Avenue
Norman, OK 73069
PH: 405-366-5874

Email Address: jmilner@norman.k12.ok.us

§ 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.)

Construction Manager to be determined

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§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined

.2 Civil Engineer:

To be determined

.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.)

Clarence Williams, AIA CEO
Email: clarence@cwa.group , or
Alison Acker, Project Architect
Email: alison@cwa.group
CWA Group
River Oaks Plaza
3637 West Main Street
Norman, OK 73072

§ 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:

To be determined

.2 Mechanical Engineer:

To be determined

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.3 Electrical Engineer:

To be deteermined

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

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

Not Applicable

§ 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 represents that the Architect is professionally qualified and experienced in the design and provision of architectural services for the construction and renovation of public school buildings and facilities in the State of Oklahoma. The Architect is familiar with the Project Site and with the laws, codes and regulations applicable to the to the provision of Architect's services and to the completion and occupancy of the buildings and facilities comprising the Project. The Architect shall respond, in the design of the Project and in the provision of other services called for in this Agreement, to applicable building codes and other requirements imposed by governmental authorities having jurisdiction over the Project.

§ 2.3 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.

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§ 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 ($ 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 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars ($ 500,000.00) each accident, Five Hundred Thousand Dollars ($ 500,000.00) each employee, and Five Hundred Thousand Dollars ($ 500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars Dollars ($ 2,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00) 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, and will neither verify their work nor have responsibility for their errors or omissions. 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.

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The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and will neither verify their work nor have responsibility for their errors or omissions 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 or Owner's Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The following design services will be considered basic services if the associated cost is included in the Cost of The Work: programming, landscape design, interior design, IT infrastructure design, telecommunications design, and FFE Design.

§ 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; , 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.

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§ 3.2.6 The Architect shall review the estimate of the Cost of the Work prepared by the Construction Manager, consult with the Owner and Owner's 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 Owner's Construction Manager of his obligations for cost estimating.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Owner at his discretion may choose to submit the Architect's Schematic Design Documents to his Construction Manager for preliminary pricing.

§ 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 prepared by the Owner's Construction Manager, 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 may also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall review the updated estimate of the Cost of the Work prepared by the Owner's Construction Manager, consult with the Owner and Owner's Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimates.

§ 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 prepared by the Owner's Construction Manager, 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 construct the Work, the Owner's Construction Manager and his Contractors 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 Owner's Construction Manager 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 Contractors; 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 as provided by the Owner's Construction Manager.

§ 3.4.4 The Architect shall review the updated estimate o the Cost of the Work prepared by the Owner's Construction Manager, consult with the Owner and the Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, take any action required under Section 6.5, and request the Owner's approval. Owner at his discretion may choose to submit the Architectural Design Development Documents to his Construction Manager for an update of the estimate of the Cost of Work.

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§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall, in accordance with the requirements of the Oklahoma Public Competitive Bidding Act, and with the assistance of the Construction Manager, prepare necessary bidding information including bid notices, bid forms, the conditions of the Contract and the form of Agreement between the 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 contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of the bid notice, instruction to bidders, bid form, bidding requirements, proposed contract forms including general and supplemental conditions, specifications and drawings..

§ 3.5.2.2 The Architect shall assist the Owner's Construction Manager shall assist the Owner in bidding the Project by:

(Paragraph Deleted)

1. Assisting the Construction Manager in preparing bid packages including bidding requirements;
2. Participating in pre-bid conference for prospective bidders organized and conducted by the Construction Manager.
3. Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of Addenda for the Construction Manager to distribute to all prospective bidders; and
4. Assisting the Construction Manager in organizing and conducting the opening of the bids, andSubsequently 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 to

(Paragraphs Deleted)

the

(Paragraphs Deleted)

Owner's Construction Manager identifying approved substitutions to all prospective bidders.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 If the modification of the Agreement creates a conflict between the provisions of this Agreement and theA201, 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 and the Owner's Construction Manager 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 Owner's Construction Manager's or his 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 Owner's Construction Manager or his Contractor's 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 reviews the final Certificate for Payment. As part of the Architect's Basic Services, the Architect shall assist the Owner in the Preparation of the final punch list.

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§ 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 general accord 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 or deviations a reasonable or prudent architect working under the same or similar circumstances should have known about from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Owner's Construction Manager and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect shall reject the Work that 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.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or the Owner's Construction Manager. 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 Owner's Construction Manager , 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 Owner's Construction Manager 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 the Owner's Construction Manager as provided in the Contract Documents.

§ 3.6.3 Payment to Contractor

§ 3.6.3.1 The Architect shall review the amounts due and confirm to the Owner, the amounts due the Owner's Construction Manager, and/or Contractor and shall issue applications in such amounts. The Architect's recommendation 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 Owner's Construction Manager'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 general accordance with the Contract Documents, and that the Owner's Construction Manager is entitled to payment in the amount recommended. 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 Application 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 the Owner's Construction Manager and material suppliers and other data requested by the Owner to substantiate the Owner's Construction Manager's right to payment, or (4) ascertained how or for what purpose the Owner's Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review along with the Owner's Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be

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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 Owner's Construction Manager'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 Owner's Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures which are the responsibility of the Construction Manager. 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 Shop Drawings and other submittals related to the Work designed or certified by the 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 and will neither verify their work nor have responsibility for their errors or omissions.

§ 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 Owner's Construction Manager 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 review 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.

§3.6.5.3 Changes or modifications made to the work indicated within the Architect's Instruments of Service by the Owner or the Owner's Construction Manager without written authorization by the Architect, shall relieve the Architect of all liability arising from such changes or modifications.

§ 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 Owner's Construction Manager; and,
- **.4** **review** a final Application 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.

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§ 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 Owner's Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner.

§ 3.6.6.4 The Architect shall forward to the Owner the following information if received from the Owner's Construction Manager: 1) Consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of a 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 Owner's Construction Manager.

§ 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.

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	* 1 Architect
§ 4.1.1.2 Multiple preliminary designs	*1 Architect
§ 4.1.1.3 Measured drawings	*1 Architect
§ 4.1.1.4 Existing facilities surveys	*1 Architect
§ 4.1.1.5 Site evaluation and planning	*1 Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not Applicable
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Applicable
§ 4.1.1.8 Civil engineering	Owner
§ 4.1.1.9 Landscape design	Owner
§ 4.1.1.10 Architectural interior design	Architect (Material Finishes Only)
§ 4.1.1.11 Value analysis	Owner
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Owner
§ 4.1.1.13 On-site project representation	Architect (2x Month) or as agreed upon
§ 4.1.1.14 Conformed documents for construction	*1 Architect
§ 4.1.1.15 As-designed record drawings	*1 Architect
§ 4.1.1.16 As-constructed record drawings	Construction Manager
§ 4.1.1.17 Post-occupancy evaluation	Owner
§ 4.1.1.18 Facility support services	Owner
§ 4.1.1.19 Tenant-related services	Not Applicable

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§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Applicable
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Not Applicable
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Applicable
§ 4.1.1.25 Fast-track design services	Not Applicable
§ 4.1.1.26 Multiple bid packages	Construction Manager
§ 4.1.1.27 Historic preservation	Not Applicable
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Owner
§ 4.1.1.30 Other Supplemental Services	Owner
§ 4.1.1.31 Preliminary Structural Report	*2 Architect
§4.1.1.32 FEMA/ICC Required Third-Party Review	*3 Architect
§ 4.1.1.33 **Engineering Surveying**	Owner
§ 4.1.1.35 **Geotechnical Engineering**	Owner
§ 4.1.1.36 **Food Service & Kitchen Design**	Not Applicable

§ 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.)

*1) - To be provided by the Architect as part of Basic Services.
*2) - The Oklahoma State Fire Marshal's Office requires an initial Structural Engineer Preliminary Inspection and Report for all Retrofit Roofing Projects. Said Inspection and Report shall be provided by the Architect as Additional Services. Refer to Section 11.2.1.
*3) - The Oklahoma State Fire Marshal's Office per ICC 500 requires a third party review of the structural documents of a FEMA approved Storm Shelter. Said third party review and certification shall be provided through the Architect as Additional Services. Refer to Section 11.2.1.

§ 4.1.2.1.1 Pre-Bond Services Include: (For Bond Services Only)

.1 Assisting the District's staff and Community Bond Committee, if there is one, in assessing existing facility deficiencies and needs.

.2 Assisting the District's staff in identifying facility's new construction/renovation construction requirements.

.3 Presenting Drawings indicating "footprint" layouts of proposed new or renovation construction at sites selected by the District.

.4 Developing Bond Issue graphics for posters and informational mail outs.

.5 Assisting with the development of power point presentations to present during community meetings that may include a photographic tour of existing facility deficiencies (depending on the scope of the project), preliminary drawings, and/or District-furnished documents.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

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(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Refer to Section 4.1.1 for Owner's Responsibility.

§ 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 or when the Owner has not approved or rejects proposed Additional Services by written notice. 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.

§ 4.2.1 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; including the Owner's Construction Manager.

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or the Owner's Construction Manager;

.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 Biding Phase Services.

.8 Preparation for, and attendance at a dispute resolution, 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 Owner's Construction Manager's and/or the Contractors submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Owner's Construction Manager's and/or Contractors requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Owner's Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Owner's Construction Manager

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and/or his Contractors-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Owner's Construction Manager's and/or 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 the Owner's Construction Manager and/or his Contractors and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide a reasonable number of reviews of Contractor submittals and a reasonable number of site visits and inspections both taking into consideration the nature and complexity of the Project. Excessive numbers of reviews, site visits and inspections shall be provided as Additional Services upon notice to the Owner.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within No Limit (N/A) 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'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 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. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and, sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include, but not limited to, 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 and the Owner's Construction Manager 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 including, but not limited to the Owner's Construction Manager. 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 Owner's Construction Manager 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 Owner's Construction Manager 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 the Owner's Construction Manager 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 Owner's Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

(Paragraph Deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project as defined by the Construction Documents and shall include the Owner's Construction Manager's Fees, 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 may 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

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the Work shall be provided by the Owner and the Owner's Construction Manager. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Owner's Construction Manager'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 by the Owner's Construction Manager and provided to 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 Owners 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 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 or the Owner's Construction Manager's budget for the cost of the work. If the Owner requires a detailed estimate of the Cost of the Work, the Owner's Construction Manager shall provide such an estimate on which the Architect may rely.

§ 6.5 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 and the Owner's Construction Manager, 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.

§ 6.6 If at any time the Owner's Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner's Construction Manager in conjunction with 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.

§ 6.7 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the total of the trade contractors bids, Construction Manager's fee and General Conditions (the "Guaranteed Maximum Price"), the Owner shall, at the Owner's sole discretion:

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect and the Owner's Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.8 If the Owner chooses to proceed under Section 6.6.4, the Architect shall, with additional compensation, modify the Construction Documents as necessary to comply with the Owner's and/or the Owner's Construction Manager'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 of the Construction Document shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official

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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 Owner's Construction Manager and his Contractors, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's other 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 or the Owner's Construction Manager 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 or the Owner's Construction Manager and/or his Contractor'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

(Paragraph Deleted)

§ 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 the 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 waives 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.

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§ 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.

§ 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 settlements in any court having
(Paragraphs Deleted)

jurisdiction.

(Paragraphs Deleted)

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 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 The Architect shall cooperate 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
(Paragraph Deleted)

the assembly and delivery of
such information shall be paid as Additional

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Services.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Oklahoma. Jurisdiction and venue for any action arising under or related to this Agreement shall lie exclusively in Oklahoma County, 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.

(Paragraph Deleted)

§ 10.8.1

The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.9 Any action or mediation 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

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awarded.

ARTICLE 11 COMPENSATION

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

.1 The fee for Architect's pre-bond election services shall be as follows: **NOT APPLICABLE**

.1 Stipulated sum: (insert amount).

.2 To the extent not already compensated for pre-bond services, Architect shall be paid for pre-bond services on an hourly basis according to the rates set out in Section 11.7 herein, not to exceed $10,000.00.

.2 For the Architect's Basic Services not included in pre-bond services described in Section 4.2.1.1 herein, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

(Insert amount)

.2 Percentage Basis

(Insert percentage value)

Six and one half (6.5) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other

(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§11.2.1 Any Additional Services required shall be provided based on a mutual agreement by both the Owner and the Architect prior to commencement of Work by the Architect.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)
See Exhibit "B" attached to this Agreement (This will get attached later – Architect Wage rate)

§ 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 ten percent (10 %), 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	Twenty	percent (	20	%)
Construction Documents Phase	Forty-Five	percent (	45	%)

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Procurement Phase	Five	percent (	5	%)
Construction Phase	Ten	percent (	10	%)
Total Basic Compensation	one hundred	percent (	100	%)

*This portion of the fee shall be invoiced each month in direct proportion to the amount of Work completed by the Contractor/Construction Manager.

§ 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 has commenced.

§ 11.6.2 Alternates - Architect shall be compensated for the Alternate(s) required by the Owner's Construction Manager and incorporated into the Construction Documents, whether the bids for the Alternates are accepted or not.

§ 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.)*

Principals	$270.00Hour
Associates	$160.00
Sr. Project Architects	$150.00
Project Architects	$135.00
Sr. Project Managers	$125.00
Project Managers	$110.00
Revit Technician	$120.00
CADD Operator I	$ 90.00
CADD Operator I I	$ 70.00
Sr. Construction Admin.	$135.00
Construction Admin.	$110.00
Administration	$ 95.00

(Table Deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out of town travel and subsistence:

.2

Permitting and other fees required by authorities having jurisdiction over the Project;

.3 Printing, reproductions, plots, and standard form documents;

(Paragraph Deleted)

.4 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

.6 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

.7 Site office expenses when approved in writing by the Owner;

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

.9 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 ten percent (10 %) 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.)

N/A

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of N/A ($ N/A) 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 N/A ($ N/A) 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.)

1.5 % per month

§ 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.)

CWA Group will follow Norman Public Schools Standards in effect at time of execution of this Agreement. CWA will pledge to be diligent at any changes that the Norman Public School District makes, but cannot be held responsible for any changes to the Norman Public School Standards after execution of this Agreement.

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:

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.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
.2 Attachment "A" – Project Scope and Locations
.3 **Attachment "B" – Architect's Wage Rates**

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

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

N/A

[N/A] 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.)

N/A

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

N/A

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

OWNER (Signature)	**ARCHITECT** (Signature)
Justin Milner , Associate Superintendent, COO	Clarence Williams, CEO
(Printed name and title)	*(Printed name, title, and license number, if required)*
Date	Date

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Additions and Deletions Report for
AIA® Document B101® – 2017

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PAGE 1

AGREEMENT made as of the sixth day of April in the year twenty twenty-three

...

Norman Public School
131 S. Flood Avenue
Norman, OK 73069
Telephone Number: 405-364-1339

...

CWA Group, PLLC
River Oaks Plaza
3637 West Main Street
Norman, OK 73072
Telephone Number: 405-329-0423
Fax Number: 405-364-1439

...

Architect to provide professional Architectural Design Services for the Norman Public Schools 2023 Bond Initiative to include, but not limited to, the Renovations and Additions of the Norman Public School Districts Elementary Schools at various locations in Norman, Cleveland County, Oklahoma.
Architect's Project No.: 23016

PAGE 2

TABLE OF ARTICLES

...

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

...

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 Accompanying Attachment "A". This Agreement and

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Supplemental Schedule executed by Owner and Architect 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 the Owner and Architect.

...

Refer to Attachment "A" for a List of Projects and Locations.

...

Initial Information provided by Owner

PAGE 3

Initial Information provided by Owner.

...

To be determined based on Final Project Scope

...

To be determined based on Award of Contract

...

To be determined on Award of Contract

...

To be determined based on Final Project Scope

...

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

...

N/A

...

Justin Milner
Operational Services, Norman Public School
131 S. Flood Avenue
Norman, OK 73069
PH: 405-366-5874

Email Address: jmilner@norman.k12.ok.us

...

Construction Manager to be determined

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PAGE 4

To be determined

...

To be determined

...

Clarence Williams, AIA CEO
Email: clarence@cwa.group , or
Alison Acker, Project Architect
Email: alison@cwa.group
CWA Group
River Oaks Plaza
3637 West Main Street
Norman, OK 73072

...

To be determined

...

To be determined

PAGE 5

To be deteermined

...

N/A

...

Not Applicable

...

§ 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.~~represents that the Architect is professionally qualified and experienced in the design and provision of architectural services for the construction and renovation of public school buildings and facilities in the State of Oklahoma. The Architect is familiar with the Project Site and with the laws, codes and regulations applicable to the to the provision of Architect's services and to the completion and occupancy of the buildings and facilities comprising the Project. The Architect shall respond, in the design of the Project and in the provision of other services called for in this Agreement, to applicable building codes and other requirements imposed by governmental authorities having jurisdiction over the Project.

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PAGE 6

§ 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 ($ 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.

...

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars ($ 500,000.00) each accident, Five Hundred Thousand Dollars ($ 500,000.00) each employee, and Five Hundred Thousand Dollars ($ 500,000.00) policy limit.

...

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars Dollars ($ 2,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00) in the aggregate.

...

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's ~~consultants.~~ consultants, and will neither verify their work nor have responsibility for their errors or omissions. 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.

PAGE 7

§ 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 will neither verify their work nor have responsibility for their errors or omissions 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 or Owner's Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

...

§ 3.1.7 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 design, and FFE Design.

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...

§ 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

...

§ 3.2.5 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.

...

§ 3.2.5.2 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.

PAGE 8

§ 3.2.6 The Architect shall ~~submit to **the** Owner an~~ **review the estimate of the Cost of the Work prepared** ~~**in** accordance with Section 6.3.~~**by the Construction Manager, consult with the Owner and Owner's 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 Owner's Construction Manager of his obligations for cost estimating.**

...

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Owner at his discretion may choose to submit the Architect's Schematic Design Documents to his Construction Manager for preliminary pricing.

...

§ 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,~~ Work prepared by the Owner's Construction Manager, 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~~ may also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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...

§ 3.3.2 The Architect shall ~~update the~~ **review the updated estimate of the Cost of the Work prepared** ~~in accordance with Section 6.3.~~**by the Owner's Construction Manager, consult with the Owner and Owner's Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimates.**

...

§ 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.

...

§ 3.4.1 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,~~ Work prepared by the Owner's Construction Manager, 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~~ construct the Work, the Owner's Construction Manager and his Contractors 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.

...

§ 3.4.3 During the development of the Construction Documents, the ~~Architect~~ Owner's Construction Manager 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;~~ Contractors; 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.~~forms as provided by the Owner's Construction Manager.

...

§ 3.4.4 The Architect shall ~~update the estimate for~~ **review the updated estimate o the Cost of the Work prepared** ~~in accordance with Section 6.3.~~**by the Owner's Construction Manager, consult with the Owner and the Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate.**

...

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, ~~advise the Owner of any adjustments to the estimate of the Cost of the Work,~~ take any action required under Section 6.5, and request the Owner's approval. Owner at his discrection may choose to submit the Architectural Design Development Documents to his Construction Manager for an update of the estimate of the Cost of Work.

PAGE 9

The Architect ~~shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the~~ shall, in accordance with the requirements of the Oklahoma Public Competitive Bidding Act, and with the assistance of the Construction Manager, prepare necessary bidding information including bid notices, bid forms, the conditions of the Contract and the form of Agreement between the 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~~

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~~bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing~~ obtaining competitive bids and in awarding contracts for construction.

...

§ 3.5.2.1 Bidding Documents shall consist of ~~bidding requirements and proposed Contract Documents.~~the bid notice, instruction to bidders, bid form, bidding requirements, proposed contract forms including general and supplemental conditions, specifications and drawings..

...

§ 3.5.2.2 The Architect shall assist the Owner's Construction Manager shall assist the Owner in bidding the Project by:

...

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

1. Assisting the Construction Manager in preparing bid packages including bidding requirements;

...

~~pre-bid conference for prospective bidders;~~ 2: Participating in pre-bid conference for prospective bidders organized and conducted by the

...

Construction Manager.

...

~~.3 preparing~~ .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,~~Addenda for the Construction

...

Manager to distribute to all prospective bidders; and

...

.4 Assisting the Construction Manager in organizing and conducting the opening of the bids, and~~subsequently~~ 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~~

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...

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

...

~~§ 3.5.3.2~~ The Architect shall assist the ~~Owner in obtaining proposals by:~~

...

~~.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~

...

~~.2 organizing and participating in selection interviews with prospective contractors;~~

...

~~.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~

...

~~.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

...

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda~~ Owner's Construction Manager identifying approved substitutions to all prospective ~~contractors.~~bidders.

...

~~§ 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 the Agreement creates a conflict between the provisions of this Agreement and theA201, 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 and the Owner's Construction Manager 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~~ Owner's Construction Manager's or his 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~~ Owner's Construction Manager or his Contractor's or of any other persons or entities performing portions of the Work.

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...

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates ~~on the date the Architect issues the final Certificate for Payment.~~ at the later of the issuance of a Certificate of Occupancy, if required, or the date the Architect reviews the final Certificate for Payment. As part of the Architect's Basic Services, the Architect shall assist the Owner in the Preparation of the final punch list.

PAGE 10

§ 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~~ general accord 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 or deviations a reasonable or prudent architect working under the same or similar circumstances should have known about from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the ~~Contractor,~~ Owner's Construction Manager and (3) defects and deficiencies observed in the Work.

...

§ 3.6.2.2 The Architect ~~has the authority to reject~~ shall reject the 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.~~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.

...

§ 3.6.2.3 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 Owner's Construction Manager. 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,~~ Owner's Construction Manager , 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~~ Owner's Construction Manager 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~~ the Owner's Construction Manager as provided in the Contract Documents.

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...

§ 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~~ the amounts due and confirm to the Owner, the amounts due the Owner's Construction Manager, and/or Contractor and shall issue applications in such amounts. The Architect's recommendation 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~~ Owner's Construction Manager'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 general accordance with the Contract Documents, and that the ~~Contractor~~ Owner's Construction Manager is entitled to payment in the amount ~~certified.~~ recommended. 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~~ Application 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~~ the Owner's Construction Manager and material suppliers and other data requested by the Owner to substantiate the ~~Contractor's~~ Owner's Construction Manager's right to payment, or (4) ascertained how or for what purpose the ~~Contractor~~ Owner's Construction Manager 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.

PAGE 11

§ 3.6.4.1 The Architect shall review ~~the Contractor's~~ along with the Owner's Construction Manager'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~~ Owner's Construction Manager'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~~ Owner's Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or ~~procedures.~~ procedures which are the responsibility of the Construction Manager. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

...

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§ 3.6.4.3 If the Contract Documents specifically require the ~~Contractor~~ 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.~~professionals and will neither verify their work nor have responsibility for their errors or omissions.

...

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the ~~Contractor~~ Owner's Construction Manager in accordance with the requirements of the Contract Documents.

...

§ 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~~ review Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

...

§3.6.5.3 Changes or modifications made to the work indicated within the Architect's Instruments of Service by the Owner or the Owner's Construction Manager without written authorization by the Architect, shall relieve the Architect of all liability arising from such changes or modifications.

...

.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;~~ Owner's Construction Manager; and,

...

.4 ~~issue a final Certificate~~ **review** a final Application 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.

PAGE 12

§ 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~~ Owner's Construction Manager 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.~~Owner.

...

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§ 3.6.6.4 The Architect shall forward to the Owner the following information ~~received from the Contractor: (1) consent~~ if received from the Owner's Construction Manager: 1) Consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of ~~final payment; (2)~~ a final payment; 2) affidavits, receipts, releases and waivers of ~~liens,~~ liens or bonds indemnifying the Owner against ~~liens; and (3)~~ liens, and; 3) any other documentation required of the ~~Contractor under the Contract Documents.~~Owner's Construction Manager.

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Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	* 1 Architect
§ 4.1.1.2 Multiple preliminary designs	*1 Architect
§ 4.1.1.3 Measured drawings	*1 Architect
§ 4.1.1.4 Existing facilities surveys	*1 Architect
§ 4.1.1.5 Site evaluation and planning	*1 Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not Applicable
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Applicable
§ 4.1.1.8 Civil engineering	Owner
§ 4.1.1.9 Landscape design	Owner
§ 4.1.1.10 Architectural interior design	Architect (Material Finishes Only)
§ 4.1.1.11 Value analysis	Owner
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Owner
§ 4.1.1.13 On-site project representation	Architect (2x Month) or as agreed upon
§ 4.1.1.14 Conformed documents for construction	*1 Architect
§ 4.1.1.15 As-designed record drawings	*1 Architect
§ 4.1.1.16 As-constructed record drawings	Construction Manager
§ 4.1.1.17 Post-occupancy evaluation	Owner
§ 4.1.1.18 Facility support services	Owner
§ 4.1.1.19 Tenant-related services	Not Applicable
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Applicable
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Not Applicable
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Applicable
§ 4.1.1.25 Fast-track design services	Not Applicable
§ 4.1.1.26 Multiple bid packages	Construction Manager
§ 4.1.1.27 Historic preservation	Not Applicable
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Owner
§ 4.1.1.30 Other Supplemental Services	Owner
§ 4.1.1.31 Preliminary Structural Report	*2 Architect
§4.1.1.32 FEMA/ICC Required Third-Party Review	*3 Architect
§ 4.1.1.33 Engineering Surveying	Owner
§ 4.1.1.35 Geotechnical Engineering	Owner

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§ 4.1.1.36 Food Service & Kitchen Design	Not Applicable

~~**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~~	

...

*1) - To be provided by the Architect as part of Basic Services.
*2) - The Oklahoma State Fire Marshal's Office requires an initial Structural Engineer Preliminary Inspection and Report for all Retrofit Roofing Projects. Said Inspection and Report shall be provided by the Architect as Additional Services. Refer to Section 11.2.1.

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*3) - The Oklahoma State Fire Marshal's Office per ICC 500 requires a third party review of the structural documents of a FEMA approved Storm Shelter. Said third party review and certification shall be provided through the Architect as Additional Services. Refer to Section 11.2.1.

...

§ 4.1.2.1.1 Pre-Bond Services Include: (For Bond Services Only)

...

.1 Assisting the District's staff and Community Bond Committee, if there is one, in assessing existing

...

facility deficiencies and needs.

...

.2 Assisting the District's staff in identifying facility's new construction/renovation construction

...

requirements.

...

.3 Presenting Drawings indicating "footprint" layouts of proposed new or renovation construction at sites

...

selected by the District.

...

.4 Developing Bond Issue graphics for posters and informational mail outs.

...

.5 Assisting with the development of power point presentations to present during community meetings that

...

may include a photographic tour of existing facility deficiencies (depending on the scope of the project),

...

preliminary drawings, and/or District-furnished

...

§ documents.

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...

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

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Refer to Section 4.1.1 for Owner's Responsibility.

...

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.~~Architect or when the Owner has not approved or rejects proposed Additional Services by written notice. 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.

...

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients; including the Owner's Construction Manager.

...

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the ~~Owner;~~Owner or the Owner's Construction Manager;

...

.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 Biding Phase Services.

...

.8 Preparation for, and attendance ~~at, a dispute resolution proceeding~~ at a dispute resolution, or legal proceeding, except where the Architect is party thereto;

...

.1 Reviewing a ~~Contractor's~~ Owner's Construction Manager's and/or the Contractors submittal out of sequence from the submittal schedule approved by the Architect;

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.2 Responding to the ~~Contractor's~~ Owner's Construction Manager's and/or Contractors requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the ~~Contractor~~ Owner's Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, ~~Contractor-prepared~~ Owner's Construction Manager and/or his Contractors-prepared coordination drawings, or prior Project correspondence or documentation;

...

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.3 Preparing Change Orders and Construction Change Directives that require evaluation of ~~Contractor's~~ Owner's Construction Manager's and/or Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

...

.5 Evaluating substitutions proposed by the Owner or ~~Contractor~~ the Owner's Construction Manager and/or his Contractors and making subsequent revisions to Instruments of Service resulting therefrom.

...

§ 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~~a reasonable number of reviews of Contractor submittals and a reasonable number of

...

~~.2 ( ) visits to the site by the Architect during construction~~site visits

...

~~.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~~and inspections both taking into consideration the nature and complexity of the Project. Excessive numbers of

...

~~.4 ( ) inspections for any portion of the Work to determine final completion.~~reviews, site visits and inspections shall be provided as Additional Services upon notice to the Owner.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within No Limit (N/A) 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.

...

§ 5.3 The ~~Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project.~~ 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 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. The Owner shall render decisions and approve the ~~Architect's~~ Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly ~~and~~ and, sequential progress of the ~~Architect's~~ Architect's services.

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§ 5.5 The Owner shall furnish services of geotechnical engineers, which may ~~include~~ include, but not limited to, 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.

...

§ 5.8 The Owner and the Owner's Construction Manager 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.~~ consultants including, but not limited to the Owner's Construction Manager. 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.

...

§ 5.12 The Owner shall include the Architect in all communications with the ~~Contractor~~ Owner's Construction Manager 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~~ Owner's Construction Manager 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,~~ the Owner's Construction Manager 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~~ Owner's Construction Manager 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.~~

...

§ 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'~~ as defined by the Construction Documents and shall include the Owner's Construction Manager's Fees, 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.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and ~~shall~~ may 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.~~ the Cost of the Work shall be provided by the Owner and the Owner's Construction Manager. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the ~~Contractor's~~ Owner's Construction Manager'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~~ by the Owner's Construction Manager and provided to 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~~ 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~~ Owners 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 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 or the Owner's Construction Manager's budget for the cost of the work. If the Owner requires a detailed estimate of the Cost of the Work, the Owner's Construction Manager shall provide such an estimate on which the Architect may rely.

...

§ 6.5 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,~~ Owner and the Owner's Construction Manager, 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~~ 6.6 If at any time the ~~Architect's~~ Owner's Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the ~~Architect~~ Owner's Construction Manager in conjunction with 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~~ 6.7 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the ~~lowest bona fide bid or negotiated proposal, the Owner shall~~total of the trade contractors bids, Construction Manager's fee and General Conditions (the "Guaranteed Maximum Price"), the Owner shall, at the Owner's sole discretion:

...

.4 in consultation with the ~~Architect,~~ Architect and the Owner's Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,

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§ ~~6.7~~ 6.8 If the Owner chooses to proceed under Section 6.6.4, the Architect ~~shall~~ shall, with additional compensation, modify the Construction Documents as necessary to comply with the Owner's and/or the Owner's Construction Manager'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~~ 6.6.1.The Architect's of the Construction Document shall be the limit of the Architect's responsibility under this Article 6.

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§ 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,~~ Owner's Construction Manager and his Contractors, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's other 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 or the Owner's Construction Manager 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 or the Owner's Construction Manager and/or his Contractor'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.

...

~~**§ 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 the they may have to the proceeds of such insurance as set forth in AIA Document ~~A201–2017,~~ 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~~ waives in favor of the other parties enumerated herein.

...

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§ 8.2 ~~Mediation~~MEDIATION

...

~~§ 8.2.1 Any~~ ~~claim,~~ **§ 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.~~binding dispute resolution.**

PAGE 19

§ ~~8.2.2~~ **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,~~** 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~~ **settlements 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.)*~~

...

~~[ ] Arbitration pursuant to Section 8.3 of this Agreement~~

...

~~[ ] Litigation in a court of competent jurisdiction~~

...

~~[ ] Other: *(Specify)*~~

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...

~~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).~~

...

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§ 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.

...

§ 9.6 If **the** Owner terminates this Agreement for its convenience pursuant to Section 9.5, or **the** Architect terminates this Agreement pursuant to Section 9.3, **the** Owner shall compensate **the Architect** **In the event of termination not the fault of the Architect, the Architect shall be compensated** **for services performed prior to termination, Reimbursable Expenses** incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.**together with Reimbursable Expenses then due**

...

§ 9.7 In addition to **any** amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the **Architect** terminates this Agreement pursuant to Section 9.3, **the Owner shall** pay to **the** Architect the following fees:**The Architect shall cooperate with any successor Architect employed by the Owner and shall furnish originals or copies of the**

...

*(Set forth below the amount **of** any termination or licensing fee, or **the** method **for** determining any termination or licensing fee.)****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***

...

.1 Termination Fee:

...

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

...

such information shall be paid as Additional

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Services.

...

§ 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.

...

§ 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. Jurisdiction and venue for any action arising under or related to this Agreement shall lie exclusively in Oklahoma County, Oklahoma.

...

~~**§ 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.

...

§ 10.9 Any action or mediation 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

~~**ARTICLE**~~ **awarded.**

...

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ARTICLE 11 COMPENSATION

...

.1 The fee for Architect's pre-bond election services shall be as follows: **NOT APPLICABLE**

...

.1 Stipulated sum: (insert amount).

...

.2 To the extent not already compensated for pre-bond services, Architect shall be paid for pre-bond services on an hourly basis according to the rates set out in Section 11.7 herein, not to exceed $10,000.00.

...

.2 For the Architect's Basic Services not included in pre-bond services described in Section 4.2.1.1 herein, the Owner shall compensate the Architect as

...

~~.1~~ follows:

...

.1 Stipulated Sum

...

Six and one half (6.5) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

...

N/A

...

N/A

...

§11.2.1 Any Additional Services required shall be provided based on a mutual agreement by both the Owner and the Architect prior to commencement of Work by the Architect.

...

See Exhibit "B" attached to this Agreement (This will get attached later – Architect Wage rate)

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in

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Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

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Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty-Five	percent (	45	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Ten	percent (	10	%)

...

*This portion of the fee shall be invoiced each month in direct proportion to the amount of Work completed by the Contractor/Construction Manager.

...

§ 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.~~has commenced.

...

§ 11.6.2 Alternates - Architect shall be compensated for the Alternate(s) required by the Owner's Construction Manager and incorporated into the Construction Documents, whether the bids for the Alternates are accepted or

...

~~§~~ not.

...

§ 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.

...

Principals	$270.00Hour
Associates	$160.00
Sr. Project Architects	$150.00
Project Architects	$135.00
Sr. Project Managers	$125.00
Project Managers	$110.00
Revit Technician	$120.00
CADD Operator I	$ 90.00
CADD Operator I I	$ 70.00
Sr. Construction Admin.	$135.00
Construction Admin.	$110.00
Administration	$ 95.00

...

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~~**Employee or Category**~~ ~~**Rate ($0.00)**~~

...

.1 Transportation and authorized ~~out-of-town travel and subsistence;~~out of town travel and subsistence:

...

.2 ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~

...

~~**.3**~~ Permitting and other fees required by authorities having jurisdiction over the Project;

...

~~**.4**~~ **.3** Printing, reproductions, plots, and standard form documents;

...

~~**.5** Postage, handling, and delivery;~~

...

~~**.6**~~ **.4** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

...

~~**.7**~~ **.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;~~**.7** Site office expenses when approved in writing by the Owner;

...

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

...

~~**.10** Site office expenses;~~

PAGE 23

~~**.11**~~ **.8** Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

...

~~**.12**~~ **.9** Other similar Project-related expenditures.

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...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

...

N/A

...

§ 11.10.1.1 An initial payment of N/A ($ N/A) 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 N/A ($ N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1.5 % per month

...

CWA Group will follow Norman Public Schools Standards in effect at time of execution of this Agreement. CWA will pledge to be diligent at any changes that the Norman Public School District makes, but cannot be held responsible for any changes to the Norman Public School Standards after execution of this Agreement.

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.2 ~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~Attachment "A" – Project Scope and Locations

...

.3 Attachment "B" – Architect's Wage Rates

...

~~*(Insert the date of the E203-2013 incorporated into this agreement.)*~~

...

[N/A] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

...

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N/A

...

[N/A] Other Exhibits incorporated into this Agreement:

...

N/A

...

N/A

...

Justin Milner , Associate Superintendent, COO Clarence Williams, CEO

...

...

Date Date

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Clarence Williams , 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 09:26:56 ET on 04/10/2023 under Order No. 4104236818 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, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 6th day of April in the year Two Thousand Twenty-Three
(In words, indicate day, month and year.)

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

Norman Public Schools - Independent School District No. 29
131 South Flood Avenue
Norman, OK 73069
(405) 364-1339

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

LWPB, Inc.
128 East Main Street, Suite 100
Norman, OK 73069
(405) 722-7270

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

Norman Public Schools – 2019 Bond Issue
Projects to be determined

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.

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11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

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.")

§ 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.)

Unknown at time of execution.

§ 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.)

Unknown at time of execution.

§ 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.)

Unknown at time of execution.

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

.1 Design phase milestone dates, if any:

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To be determined.

.2 Construction commencement date:

To be determined.

.3 Substantial Completion date or dates:

To be determined.

.4 Other milestone dates:

To be determined.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

§ 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.)

Not applicable.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Justin Milner, Chief Operating Officer
Operational Services, Norman Public Schools
131 South Flood
Norman, OK 73069
(405) 366-5874

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Not applicable.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined.

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.2 Civil Engineer:

To be determined.

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Surveyor, Geotechnical Consultant, Telecommunications/Data Consultant, HVAC Controls Consultant.

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

Jeff Wegener, AIA
3817 NW Expressway, Ste 840
Oklahoma City, OK 7120
(405) 470-4951

§ 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:

Engineering Solutions, LLC
6801 N. Broadway, Suite 215
Oklahoma City, OK 73116
(405) 848-4093

.2 Mechanical Engineer:

Salas-O'Brien
2600 Van Buren St., Suite 2604
Norman, OK 73072
(405) 364-9926

.3 Electrical Engineer:

Salas-O'Brien
2600 Van Buren St., Suite 2604
Norman, OK 73072
(405) 364-9926

§ 1.1.11.2 Consultants retained under Supplemental Services:

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To be determined.

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

Not applicable.

§ 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 ($1,000,000) for each occurrence and two million ($2,000,000) 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 ($1,000,000) 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.

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§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

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

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million ($2,000,000) per claim and two million ($2,000,000) 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.

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§ 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

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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 assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, 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) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 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.

§ 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.

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§ 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.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 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.

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§ 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.

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§ 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.

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.)

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs, as needed	Architect's Basic Service
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Owner
§ 4.1.1.9 Landscape design	Architect's Basic Service
§ 4.1.1.10 Architectural interior design	Architect's Basic Service
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect's Basic Service
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Architect's Basic Service
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Architect
§ 4.1.1.30 Other Supplemental Services	Not Provided

(Row deleted)

§ 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.)

4.1.1.29 Theater Consultant (Stage Lighting, Audio-Visual, Acoustical Analysis and Design) – Scope to be developed, with fee an agreed-to fixed sum.

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§ 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.)

To be determined.

§ 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;

.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;

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.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 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.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. 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, 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.

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§ 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.

§ 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.

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§ 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.

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.

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§ 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.

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§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

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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:

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

§ 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 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.

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§ 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)

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.2 Percentage Basis
(Insert percentage value)

Six and one-quarter percent (6.25)% of the Cost of the Work, as defined in Section 6.1.

.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.)

§ 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.)

§ 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 Twenty-five percent (25%), 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	Fifteen	percent (	15	%)
Design Development Phase	Twenty-five	percent (	25	%)
Construction Documents Phase	Thirty-five	percent (	35	%)
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.

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(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Reference Exhibit "C".

Employee or Category	Rate ($0.00)

§ 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 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 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 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 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.
.13 **Storm shelter peer review fees.**
.14 **Independent third-party inspection and testing fees.**

§ 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 ($0) 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 zero ($0) 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)

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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.)

%

§ 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.)

The Architect shall follow the Norman Public Schools Design Standards. If the Architect does not follow the standards in place and communicated at the time of issuance of bid documents, any corrections are at Architect's cost.

EMPLOYEE CRIMINAL CONVICTIONS

§ 12.1 The Architect will not knowingly allow any employee of the Architect or of any subcontractor to work on school premises during normal school hours if the employee is convicted in this state, the United States or another state of: (1) any sex offense subject to the Sex Offenders Registration Act of this state, similar law of another state, or the federal sex offender registration provisions; or (2) any felony offense, unless (a) the person is a volunteer or (b) the person is performing community service hours under court order or (c) the person is performing services under a supervised work release program or (d) ten (10) years have elapsed since the date of the criminal conviction or (e) the employee has received a Presidential or Gubernatorial pardon for the criminal offense.

§ 12.2 The Architect will furnish a signed statement declaring that no employee working on school premises during normal school hours under the authority of the Architect is in violation of the provisions of this Article.

§ 12.3 The Architect agrees to request similar compliance statements from the Construction Manager and all Trade Contractors and subcontractors employed on the Project. No request for payment will be approved by the Architect unless accompanied by the required compliance statements.

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 Addendum to AIA Document B101-2017 Standard Form of Agreement between Owner and Architect; Dated April 6, 2023.

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

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

[X] Other Exhibits incorporated into this Agreement:

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(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit "A" as described in the Addendum dated April 6, 2023 and per each Supplemental Schedule when executed.

Exhibit "B" Project List: To be determined.

Exhibit "C" LWPB Standard Hourly Billing Rates.

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

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
	Jeff Wegener, AIA Sr. Practice Manager, Education Studio
(Printed name and title)	*(Printed name, title, and license number, if required)*

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Additions and Deletions Report for
AIA® Document B101® – 2017

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PAGE 1

AGREEMENT made as of the 6th day of April in the year Two Thousand Twenty-Three

...

Norman Public Schools - Independent School District No. 29
131 South Flood Avenue
Norman, OK 73069
(405) 364-1339

...

LWPB, Inc.
128 East Main Street, Suite 100
Norman, OK 73069
(405) 722-7270

...

Norman Public Schools – 2019 Bond Issue
Projects to be determined

PAGE 2

Unknown at time of execution.

...

Unknown at time of execution.

...

Unknown at time of execution.

PAGE 3

To be determined.

...

To be determined.

...

To be determined.

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...

To be determined.

...

Not applicable.

...

Justin Milner, Chief Operating Officer
Operational Services, Norman Public Schools
131 South Flood
Norman, OK 73069
(405) 366-5874

...

Not applicable.

...

To be determined.

PAGE 4

To be determined.

...

Surveyor, Geotechnical Consultant, Telecommunications/Data Consultant, HVAC Controls Consultant.

...

Jeff Wegener, AIA
3817 NW Expressway, Ste 840
Oklahoma City, OK 7120
(405) 470-4951

...

Engineering Solutions, LLC
6801 N. Broadway, Suite 215
Oklahoma City, OK 73116
(405) 848-4093

...

Salas-O'Brien
2600 Van Buren St., Suite 2604
Norman, OK 73072
(405) 364-9926

...

Salas-O'Brien

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2600 Van Buren St., Suite 2604
Norman, OK 73072
(405) 364-9926

PAGE 5

To be determined.

...

Not applicable.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially ~~change~~ 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.

...

§ 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,~~ Agreement or shall cause such services to be performed by appropriately licensed design professionals.

...

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~($~~ one million ($1,000,000) for each occurrence and ~~($)~~ two million ($2,000,000) 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 ($1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, ~~maintenance~~ maintenance, and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~($~~ two million ($2,000,000) per claim and ~~($~~ two million ($2,000,000) in the aggregate.

PAGE 7

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the ~~Owner,~~ Owner and request the Owner's approval.

PAGE 8

§ 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~~ Supplementary, and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and ~~Specifications,~~ Specifications and may include bidding requirements and sample forms.

...

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, 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,~~ and (4) awarding and preparing contracts for construction.

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§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary ~~designs~~designs, as needed	Architect's Basic Service
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Owner
§ 4.1.1.9 Landscape design	Architect's Basic Service
§ 4.1.1.10 Architectural interior design	Architect's Basic Service
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect's Basic Service
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Architect's Basic Service
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Architect
§ 4.1.1.30 Other Supplemental Services	Not Provided

...

4.1.1.29 Theater Consultant (Stage Lighting, Audio-Visual, Acoustical Analysis and Design) – Scope to be developed, with fee an agreed-to fixed sum.
PAGE 13

To be determined.
PAGE 14

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§ 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,~~ 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.

...

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal ~~limitations~~ limitations, and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

PAGE 15

§ 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,~~ 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.

...

§ 5.11 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~~ omissions, or inconsistencies in the Architect's Instruments of Service.

...

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial ~~Information,~~ 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~~ 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.

PAGE 17

§ 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

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dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any ~~case~~ 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.

...

§ 8.2.3 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,~~ located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
PAGE 18

§ 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~~ dispute, or other matter in question.
PAGE 20

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, ~~removal~~ removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
PAGE 21

~~( ) % of the Owner's budget for~~ Six and one-quarter percent (6.25)% of the Cost of the Work, as ~~calculated in accordance with Section 11.6.~~defined in Section 6.1.

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent (%),~~ Twenty-five percent (25%), or as follows:

...

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty-five	percent (	25	%)
Construction Documents Phase	Thirty-five	percent (	35	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)

...

Total Basic Compensation	~~one hundred~~ One Hundred	percent (	100	%)

PAGE 22

Reference Exhibit "C".

...

.13 Storm shelter peer review fees.
.14 Independent third-party inspection and testing fees.

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

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...

§ 11.10.1.1 An initial payment of ~~($—~~zero ($0) 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 ~~($—~~zero ($0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~(—)~~ thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

PAGE 23

The Architect shall follow the Norman Public Schools Design Standards. If the Architect does not follow the standards in place and communicated at the time of issuance of bid documents, any corrections are at Architect's cost.

EMPLOYEE CRIMINAL CONVICTIONS

§ 12.1 The Architect will not knowingly allow any employee of the Architect or of any subcontractor to work on school premises during normal school hours if the employee is convicted in this state, the United States or another state of: (1) any sex offense subject to the Sex Offenders Registration Act of this state, similar law of another state, or the federal sex offender registration provisions; or (2) any felony offense, unless (a) the person is a volunteer or (b) the person is performing community service hours under court order or (c) the person is performing services under a supervised work release program or (d) ten (10) years have elapsed since the date of the criminal conviction or (e) the employee has received a Presidential or Gubernatorial pardon for the criminal offense.

§ 12.2 The Architect will furnish a signed statement declaring that no employee working on school premises during normal school hours under the authority of the Architect is in violation of the provisions of this Article.

§ 12.3 The Architect agrees to request similar compliance statements from the Construction Manager and all Trade Contractors and subcontractors employed on the Project. No request for payment will be approved by the Architect unless accompanied by the required compliance statements.

...

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, ~~representations~~ representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the 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.)*~~Addendum to AIA Document B101-2017 Standard Form of Agreement between Owner and Architect; Dated April 6, 2023.

...

~~[—~~[X] Other Exhibits incorporated into this Agreement:

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Exhibit "A" as described in the Addendum dated April 6, 2023 and per each Supplemental Schedule when executed.

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User Notes: (1379489126)

Exhibit "B" Project List: To be determined.

Exhibit "C" LWPB Standard Hourly Billing Rates.

...

Jeff Wegener, AIA
Sr. Practice Manager, Education Studio

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User Notes: (1379489126)

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 15:56:45 ET on 04/06/2023 under Order No. 4104237905 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, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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User Notes: (1379489126)

Service Proposal

Logan Monks
106 Woody Way
Washington, Oklahoma 73093

Date: 4-7-23 **Contract Date: 5-1-23 through 6-30-23**

CONTRACT SERVICES	Visits	Billing Type	Visit Price	Season Price
Weekly - Mow, Blow, Weed Eat, & Edge	**25**	**Per Season**	**$3,150**	**$78,750**

During the growing season Monks Landscape Management will mow and trim around the entire property, trees, fences, signs, etc. and edge all sidewalks and curbs of the property covered in the agreement during the growing season of Bermuda and Fescue. Monks Landscape will blow the concrete or paved areas (sidewalks, entries and parts of the parking lot(s)), to remove all grass clippings around the immediate area where mowing was performed. This will be performed each time the property is mowed.

Bi-Weekly - Mow, Blow, Weedeat, & Edge	**15**	**Per Season**	**$10,530**	**$157,950**

During the growing season Monks Landscape Management will mow and trim around the entire property, trees, fences, signs, etc. and edge all sidewalks and curbs of the property covered in the agreement during the growing season of Bermuda and Fescue. Monks Landscape will blow the concrete or paved areas (sidewalks, entries and parts of the parking lot(s)), to remove all grass clippings around the immediate area where mowing was performed. This will be performed each time the property is mowed

Mulch / Flower Beds **$38,440**

Spring clean- up of landscape beds and lawn area all sites. Weed and blow leaves from beds during weekly mowings. Prune landscape shrubs twice annually. Mulch all landscape beds and tree rings once annually during summer before the end of July. 2” depth. In the fall all landscape beds are cleaned up and leaves removed. Trim shrubs in November.

Spraying Pre-emergent $26,125 $52,250

Early spring lawn and landscape bed pre-emergent. Maintain parking lots by spraying cracks where weeds / grass are present. Maintain all courtyards by spraying weeds where present. Fall pre-emergent installed.

Tree / Leaf Cleanup $22,610

Walk the lawn area and pick up limbs / sticks. Prune tree suckers and limb up trees 10' if on a building or a safety hazard. Trash is to be picked up before mowing the lawn. Mowing of leaves. Leaf clean up in all entry ways. Blow all leaves from the curb in the fall and mulch them with the mower.

Tree removal

Small tree removal up to 25" in diameter: $500- $1,200
Large tree removal over 25" in diameter: $2,500- $5,000

CONTRACT SERVICES	Visits	Billing Type	Visit Price	Season Price

Subtotal (All contract services)	**$58,333**
Taxes	**$0.00**
Total (All contract services)	**$58,333**

The total price of all seasonal services is $350,000 collected in 12 payments of $29,166 per payment.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Logan Alexander Monks

2 Business name/disregarded entity name, if different from above
Monks Landscape Management LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
106 Woody Way

Requester's name and address (optional)

6 City, state, and ZIP code
Washington, OK, 73093

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 2 - 4 2 2 5 1 8 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Logan Monks Date ▶ 4/7/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Norman Public Schools
Fundraising Activity Request (including food fundraisers*)

Applicant: Complete this form (one per fundraiser) and submit it to your building Principal **prior to** starting a fundraising activity. Only Board of Education approved fundraising activities will be allowed.

*All fundraisers involving food must be approved 30 days prior to fundraiser start date. No fundraisers involving food may occur during any cafeteria serving times. The length of any one food fundraiser may not exceed 14 school days. **Food fundraisers must answer this question:**

Does the activity comply with the district's wellness policy? (BOE Policy 2004) **YES** ■ **NO** ☐
If "no", this food fundraiser will use the site's exemption according to policy.

The individuals who will participate in and benefit from the fundraiser, (please give a detailed answer):
Site: Irving Middle School Participants/Beneficiaries: Students for Solar

The type of fundraiser (sale, raffle, crowdfunding, etc.), include specific products or services to be sold, auctioned, or the crowdfunding website to be used, as applicable.
Direct Donation - Earth Day 5K

The proposed dates for the fundraiser: 3/20/23 to 4/22/23

The district employee who will oversee the fundraiser**: Sarah Chan and Laura Vaughn

The estimated amount of revenue to be generated (per unit and in total): between $25 and $5000

Description of the use of funds:
Solar panels for shade structures

Project# 1893 Sub Account # Solar Club

**By completing and signing this form, you agree to abide by all of the following procedural safeguards:
- Turn in all funds collected to the site financial secretary on a daily basis;
- Maintain a record of all funds (i.e. receipts) collected and provide these records with the funds;
- Agree to and ensure that all funds are to be deposited into the School Activity Fund.

Signature of employee overseeing fundraiser: Sarah Chan

*If a request involves the sale of food, the request must be sent to the district Health Services Coordinator before submission to the Assistant Superintendent of Student Services.

Date reviewed by Principal: 2/23/23 Approved ■ Denied ☐

Signature Shlonda Brewer

Date reviewed by Health Services: _____ Approved ■ Denied ☐

Signature _____

Date reviewed by Director of Student Services: 2/27/23 Approved ■ Denied ☐

Signatures Jennifer Beer

RETURN COMPLETED FORM TO ASC Finance Office

Health Services Use Only: Exemption _____ of _____ Semester _____

Norman Public Schools
Fundraising Activity Request (including food fundraisers*)

Applicant: Complete this form (one per fundraiser) and submit it to your building Principal **prior to** starting a fundraising activity. Only Board of Education approved fundraising activities will be allowed.

*All fundraisers involving food must be approved 30 days prior to fundraiser start date. No fundraisers involving food may occur during any cafeteria serving times. The length of any one food fundraiser may not exceed 14 school days. **Food fundraisers must answer this question:**

Does the activity comply with the district's wellness policy? (BOE Policy 2004) **YES** ■ **NO** ☐
If "no", this food fundraiser will use the site's exemption according to policy.

The individuals who will participate in and benefit from the fundraiser, (please give a detailed answer):
Site: Norman High School Participants/Beneficiaries: Rho Kappa Social Studies Honor Society

The type of fundraiser (sale, raffle, crowdfunding, etc.), include specific products or services to be sold, auctioned, or the crowdfunding website to be used, as applicable.
Movie Night with food sales

The proposed dates for the fundraiser: 4/7/23 to 4/7/23

The district employee who will oversee the fundraiser**: Jill Markman

The estimated amount of revenue to be generated (per unit and in total): $100.00

Description of the use of funds:
Funds will be used to pay the clubs registration fees

Project# 1902 Sub Account # Rho Kappa

**By completing and signing this form, you agree to abide by all of the following procedural safeguards:
- Turn in all funds collected to the site financial secretary on a daily basis;
- Maintain a record of all funds (i.e. receipts) collected and provide these records with the funds;
- Agree to and ensure that all funds are to be deposited into the School Activity Fund.

Signature of employee overseeing fundraiser: Jill Markman

*If a request involves the sale of food, the request must be sent to the district Health Services Coordinator before submission to the Assistant Superintendent of Student Services.

Date reviewed by Principal: 2/23/23 Approved ■ Denied ☐
Signature Hallie Wright

Date reviewed by Health Services: _____ Approved ■ Denied ☐
Signature _____

Date reviewed by Director of Student Services: 2/27/23 Approved ■ Denied ☐
Signatures Jennifer Beer

RETURN COMPLETED FORM TO ASC Finance Office

Health Services Use Only: Exemption _____ of _____ Semester _____

Norman Public Schools
Fundraising Activity Request (including food fundraisers*)

Applicant: Complete this form (one per fundraiser) and submit it to your building Principal **prior to** starting a fundraising activity. Only Board of Education approved fundraising activities will be allowed.

*All fundraisers involving food must be approved 30 days prior to fundraiser start date. No fundraisers involving food may occur during any cafeteria serving times. The length of any one food fundraiser may not exceed 14 school days. **Food fundraisers must answer this question:**

Does the activity comply with the district's wellness policy? (BOE Policy 2004) **YES** ■ **NO** ☐
If "no", this food fundraiser will use the site's exemption according to policy.

The individuals who will participate in and benefit from the fundraiser, (please give a detailed answer):

Site: Cleveland Elementary Participants/Beneficiaries: Participants - All students and staff at Cleveland Beneficiaries - Jr. Business Club (an after school club with 52 students 3rd, 4th & 5th grades)

The type of fundraiser (sale, raffle, crowdfunding, etc.), include specific products or services to be sold, auctioned, or the crowdfunding website to be used, as applicable.

Student Store: small toys/items (purchased from Oriental Trading) sold in a "store-style" setting

The proposed dates for the fundraiser: 4/28/23 to 4/28/23

The district employee who will oversee the fundraiser**: Lori Jandula

The estimated amount of revenue to be generated (per unit and in total): $2 each / $400 total

Description of the use of funds:

Any profit will go into our scholarship fund for after school clubs and a pizza party

Project# 820 Sub Account # After School at Cleveland

**By completing and signing this form, you agree to abide by all of the following procedural safeguards:

- Turn in all funds collected to the site financial secretary on a daily basis;
- Maintain a record of all funds (i.e. receipts) collected and provide these records with the funds;
- Agree to and ensure that all funds are to be deposited into the School Activity Fund.

Signature of employee overseeing fundraiser: Lori Jandula

*If a request involves the sale of food, the request must be sent to the district Health Services Coordinator before submission to the Assistant Superintendent of Student Services.

Date reviewed by Principal: 3/3/23 Approved ■ Denied ☐

Signature Catherine Miller

Date reviewed by Health Services: n/a Approved ■ Denied ☐

Signature

Date reviewed by Director of Student Services: 3/30/23 Approved ■ Denied ☐

Signatures Tiffany Dixon

RETURN COMPLETED FORM TO ASC Finance Office

Health Services Use Only: Exemption _____ of _____ Semester _____

Norman Public Schools
Fundraising Activity Request (including food fundraisers*)

Applicant: Complete this form (one per fundraiser) and submit it to your building Principal **prior to** starting a fundraising activity. Only Board of Education approved fundraising activities will be allowed.

*All fundraisers involving food must be approved 30 days prior to fundraiser start date. No fundraisers involving food may occur during any cafeteria serving times. The length of any one food fundraiser may not exceed 14 school days. **Food fundraisers must answer this question:**

Does the activity comply with the district's wellness policy? (BOE Policy 2004) **YES** ☐ **NO** ■
If "no", this food fundraiser will use the site's exemption according to policy.

The individuals who will participate in and benefit from the fundraiser, (please give a detailed answer):
Site: Washington Elementary Participants/Beneficiaries: 5th grade class

The type of fundraiser (sale, raffle, crowdfunding, etc.), include specific products or services to be sold, auctioned, or the crowdfunding website to be used, as applicable.
Popsicles and Pickles - during recess time weekly for 4 weeks

The proposed dates for the fundraiser: 4/24/23 to 5/19/23

The district employee who will oversee the fundraiser**: Wilnellia Lima & 5th grade teachers

The estimated amount of revenue to be generated (per unit and in total): $2500.00

Description of the use of funds:
Funds will be used for 5th grade promotion, class gift and t-shirts

Project# 873 Sub Account # 5th Grade

**By completing and signing this form, you agree to abide by all of the following procedural safeguards:
- Turn in all funds collected to the site financial secretary on a daily basis;
- Maintain a record of all funds (i.e. receipts) collected and provide these records with the funds;
- Agree to and ensure that all funds are to be deposited into the School Activity Fund.

Signature of employee overseeing fundraiser: Wilnellia Lima

*If a request involves the sale of food, the request must be sent to the district Health Services Coordinator before submission to the Assistant Superintendent of Student Services.

Date reviewed by Principal: 3/23/23 Approved ■ Denied ☐
Signature Lori Connery

Date reviewed by Health Services: 4/4/23 Approved ■ Denied ☐
Signature Beth Roberson

Date reviewed by Director of Student Services: 3/30/23 Approved ■ Denied ☐
Signatures Tiffany Dixon

RETURN COMPLETED FORM TO ASC Finance Office

Health Services Use Only: Exemption 1 of 2 Semester 2

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

FISCAL MANAGEMENT

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

I. **General Fund Balance**

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

An adequate fund balance is necessary for the following:

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

B. **Building Fund Balance**

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

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

II. **Purchasing Policy**

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

A. All bids received will be considered. In case of equal bids, the local vendor will be given preference.

B. Employees of Independent School District No. 29 are not permitted to make purchases for personal use through any fund of the District, including the school activity fund.

C. The Board of Education shall designate employees with authority to make purchases against indicated school appropriations with indicated maximum authority per purchase. Only those employees designated by the Board shall have authority to obligate the funds of the District.

D. As specified in state law, no contract will be made between the District and any member of the Board of Education or any business interest associated with a Board member (Reference: 70 O.S. §5-124).

E. Board members and/or District employees shall not allow out-of-state travel expenses for non-school related activities to be paid for or provided by a vendor or a potential vendor.

F. Employees of contractors used by the District shall be subject to state statutes regarding convictions of felony offenses (70 O.S. §6-104.48). Contractors will be required to sign a statement declaring that no employee working on school premises is currently registered under the provisions of the Oklahoma Sex Offenders Registration Act. Felony searches may be conducted in accordance with state statute (70 O.S. §5-142).

G. The District may join a cooperative buying group in order to obtain access to group pricing. Such membership may not be used to satisfy statutory requirements for the procurement of goods or services by competitive bid (70 O.S. §5-117(12).

III. Purchasing Procedures

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

A. Areas of Authority

1. Board of Education

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

a. Give prior approval for expenditures for one specific item or multiples of the same item in excess of $~~10,000~~50,000.

b. Give approval for routine annual expenditures prior to the issuance of the specific purchase orders involved. This would include but not be limited to recurring annual expenditures such as textbooks and testing.

c. Accept those purchase orders, which are presented on a monthly basis. The business cycle cut-off date shall be the close of business on the Monday preceding the regular monthly Board meeting.

d. Review audits by competent outside authorities to assure compliance with established Board policies related to purchasing.

e. Refer questions or inquiries pertaining to the Purchasing Department by interested persons to the Chief Financial Officer or the Director of Purchasing Services.

f. Question specific situations brought to their attention to secure adequate factual explanations of circumstances surrounding the purchasing, receipt of materials and supplies, services and equipment required by the District.

2. **Superintendent of Schools**

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

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

b. Ensure that established Board of Education policies are put into effect.

c. Initiate administrative practices and procedures which when implemented shall efficiently fulfill the educational objectives of the school system.

3. **Chief Financial Officer**

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

a. Give prior approval for expenditures from the student activity fund for any single item or multiples of the same item in excess of $10,000.

b. Determine that all statutory requirements are observed and complied with in all the purchasing procedures.

c. Recommend changes in policies, practices or procedures to the Superintendent.

d. Authorize the payment of invoices that do not exceed the original purchase order amount by more than ten percent (10%) or fifty dollars ($50), whichever is greater, shipping excluded.

e. Accept the recommendation for use of a specific vendor, when that recommendation comes from a duly contracted Professional Service vendor, by virtue of their expertise in such situations. The recommendation shall preclude quotes in the verbal or written threshold, but shall not preclude quotes in the sealed bid threshold.

4. **Director of Purchasing Services**

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

a. Receive the requisitions submitted by District personnel and review those for adherence to Board policy. (See Section VIII. which follows.)

b. Create purchase orders from approved requisitions.

c. Review purchasing activities, records and documentation for appropriateness and compliance with policies, procedures and acceptable purchasing practices.

d. Participate with using departments in the development of specifications and service improvements and resolving supply problems.

e. Determine the proper receiving station at the time of issuance of a purchase order and assign shipment to that receiving station.

B. **Vendor List**

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

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

C. **Acceptance of Bids**

Bids for anticipated purchases in excess of $100,000 shall be submitted on approved documents in a sealed envelope marked with the firm name, bid name, the bid opening date and the bid opening time. Bid opening time shall be defined as that specified time valid bids must be in the hands of the Director of Purchasing Services located in the Norman Public Schools Administrative Services Center, 131 South Flood, Norman, Oklahoma 73069. If a bid is received after the stated bid opening time, it shall be returned to the sender unopened. No attempt will be made to provide special internal mail service for such documents.
Each prospective bidder shall be furnished a copy of the bid documents for the proposed items. The prepared bid proposal blanks and the invitation to bid sheet are to be returned to the Purchasing Department on or before the time specified for bids to be returned. The public opening of bids shall be the time designated under the conditions of the bid.

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

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

D. **Protest Procedures**

1. Any actual or prospective bidder, offerer, or contractor who considers himself to have been aggrieved in connection with the solicitation, evaluation, or award of a contract by Norman Public Schools may formally protest to the CFO of the district. Such protests must be made in writing and received by the CFO of Norman Public Schools. The protesting party must mail or deliver copies of the protest to the Norman Public Schools, the State Agency, and other interested parties.

2. In the event of a timely protest, the district shall not proceed further with the solicitation or award of the contract.

3. A formal protest must be sworn and contain:
    a. A specific identification of the statutory or regulatory provision that the protesting party alleges has been violated.

    b. A specific description of each action by Norman Public Schools that the protesting party alleges to be a violation of the statutory or regulatory provision that the protesting party has identified.

    c. A precise statement of the relevant facts.

d. A statement of any issues of law or fact that the protesting party contends must be resolved.

e. A statement of the argument and authorities that the protesting party offers in support of the protest.

f. A statement that copies of the protest have been mailed or delivered to the State Agency and all other identifiable interested parties.

4. The district may settle and resolve the dispute over the solicitation or award of a contract at any time before the matter is submitted on appeal. The district may solicit written responses to the protest from other interested parties.

5. If the protest is not resolved by mutual agreement, the ~~(~~School District~~)~~ shall issue a written determination that resolves the protest.
   a. If the district determines that no violation of statutory or regulatory provisions has occurred, then the district shall inform the protesting party, the State Agency, and other interested parties by letter that sets forth the reasons for the determination.

   b. If the district determines that a violation of any statutory or regulatory provisions has occurred in a situation in which a contract has not been awarded, then the district shall inform the protesting party, the State Agency, and other interested parties of that determination by letter that details the reasons for the determination and the appropriate remedy.

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

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

E. **Classification of Vendors**

Vendors shall be classified as follows:

1. Local—A local vendor is a vendor of materials, supplies, services or equipment who maintains a distributing, manufacturing or processing facility within the confines of Independent School District No. 29 and who occupies real property appearing on the ad valorem tax rolls of the District.

2. State—A state vendor is a vendor of materials, supplies, services or equipment who maintains a distributing, manufacturing or processing facility within the confines of the State of Oklahoma but outside of Independent School District No. 29.

3. State of Oklahoma State Contract Vendors—A State of Oklahoma contract vendor is a vendor of materials, supplies or equipment who holds a State of Oklahoma State Contract through the Department of Central Services.

4. Other—An other vendor is a vendor of those materials, supplies or equipment who does not qualify under the above three definitions.

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

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

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

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

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

F. Requirements for Issuance of Purchase Order

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

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

2. Proper budgetary assignment of the charge incurred by the purchase shall have been made.

Purchase of any material, supplies, services or equipment obligating the Board of Education shall be made only upon issuance of a standard purchase order or a blanket purchase order. Exceptions: petty cash purchases.

G. District Credit Card / Purchase Cards

Board of Education authorizes the Superintendent, Chief Financial Officer, and Director of Purchasing Services to obtain a District credit card for use towards payment of services and/or products in certain circumstances. If a purchase is deemed best value or sole source, but the vendor does not accept purchase orders, then the district credit card may be used to make the purchase. Travel and/or registration expenses for staff may also be secured with the District credit card. ~~Possession of the card will reside with the three authorized offices at all times.~~ ~~For security purposes, the account number will remain confidential and unknown by all other staff members.~~

H. Authorization to Purchase

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

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

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

1. In excess of $100,000:

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

   Any (1) one item or multiples of the same item over $100,000 will be competitively bid with the following

exceptions, when it is most advantageous for the district:

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

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

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

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

   A purchase of one specific item or multiples of the same item having an estimated total price in excess of $~~10,000~~50,000 shall be made only upon prior approval of such purchase by the Board of Education. Exception: payment on utilities, gasoline, district insurance and similar continuing contractual obligations and purchases from activity accounts.

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

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

3. Between $75 - $2,999:

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

4. Between $1 - $74:

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

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

   Personal purchases are discouraged due to the addition of sales tax. The additional cost of the sales tax may

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

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

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

8. Summary of Quotations and Approval Requirements:

Final District Level

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

9. The Board authorizes the Superintendent or his/her designee to approve emergency expenditures in excess of $~~10,000~~50,000 after consultation with members of the Board. The limitation placed by emergency requirements shall be considered, but every effort shall be made to secure competitive quotations.

IV. Procurement for Child Nutrition

A. Procurement for Child Nutrition will be from State Contract, utilizing State Contract acquisition price. If needed product is not available on State Contract, purchases for Child Nutrition will abide by the Oklahoma State Department of Education School Food Service Compliance Document for small purchase procedures which stipulates that small food purchases must obtain quotes. If purchases are not made from State Contract, Child Nutrition will comply with District quote and bid requirement thresholds.

B. Price or rate quotations shall be obtained from an adequate number of qualified sources. Factors such as product quality, delivery and availability, and vendor reputation will be utilized in the selection criteria.

C. Awards will be made only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

D. Procurement by noncompetitive proposals may occur if an item is available only from a single source, or if an emergency exists for the requirement which will not permit a delay resulting from competitive solicitation, or after solicitation of a number of sources, competition is determined inadequate.

E. If several items are desired, it will be acceptable for the items to be quoted as a group, where the selection will be based on the overall low price offered.

F. The district shall maintain written standards of conduct covering conflicts of interest and governing the actions of its officers, employees or agents engaged in the selection, award and administration of contracts. No employee may participate in the selection, award, or administration of a contract supported by a Federal award if her or she has a real or apparent conflict of interest.

G. No district officer, employee, or agent may accept a gratuity, favor, or gift from contractors or parties to subcontracts. The district has established standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Disciplinary action may be applied for violations of such standards.

H. The district will take all necessary affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.

V. Purchase Specifications

It shall be the administrative responsibility of the Purchasing Department to prepare detailed specifications describing all materials, supplies, services and equipment to be purchased with the exception of contracts for the erection of or improvement to school buildings.

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

VI. Lease Agreements of Real or Personal Property

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

VII. Rental Agreements for Used Property

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

VIII. Exemptions from Bidding Requirements

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

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

IX. Standardization Program

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

X. Sole Source Procurements

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

A. The goods or services are unique to one manufacturer/supplier and no form/fit/function replacement exists from another supplier.

B. The manufacturer distributes it directly or has limited distribution to one supplier.

C. The manufacturer (not the distributor) submits a written letter on company letterhead stating why the goods or services are unique to his company and that distribution is limited to himself or a sole distributor. This letter must be attached to the requisition.

D. Sole Source procurements may also be allowed where compatibility of equipment, accessories, or replacement parts are of paramount consideration. Documentation of such shall be included with the requisition.

XI. Exceptions for Quotation Selections

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

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

XII. Justification for Restrictive Specifications

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

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

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

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

XIII. Attainment of Most Favorable Total Price

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

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

schedule that minimizes handling, labor, storage cost and inventory investment.

XIV. Warehouse Stock Inventory

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

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

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

XV. Purchase Order Terms

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

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

XVI. Blanket Purchase Orders

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

XVII. Gasoline Purchases

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

XVIII. Disposition of Surplus or Obsolete Materials

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

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

General Guidelines for Disposal:

A. Auction

The public shall be informed of such public auction through notice published on ~~the Public Surplus websitea designated site that is listed on the district website~~the district website at least one week prior to the date of the sale.

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

B. Bulk Sale

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

C. High-Value Items

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

D. Trade or Exchange

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

E. Real Property

Any real property to be sold as surplus property shall have prior approval of the Board of Education with the outline of the sale procedure being approved by said Board and conforming to 70 O.S. §5-117, A.11.

F. Broken or Unusable Items

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

G. Books

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

H. Computers and other Electronic Assets

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

I. Report of Revenue

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

XIX. Record Availability

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

A. Interested individuals shall request information from the Clerk of the Board who shall make such data available as expeditiously as possible. The information he/she shall supply normally shall be similar to, but not limited to, that data included in the minutes of the Board of Education.

B. Current and historical files of the Purchasing Department shall be accessible for reference purpose only to employees of the Business Services Department who shall make every effort to abstract pertinent information upon receipt of a valid request.

C. Approved vendors of the Board of Education shall be given access to the specific material/item records, which pertain to the materials/items they supply.

D. Information pertaining to materials/items specifications, approximate annual usage, or method of purchase utilized shall be supplied to interested potential vendors.

E. The sharing of information that would give unfair advantage to one vendor over another will remain a confidential record in accordance with 51 O.S. §24A.10.

F. All E-Rate purchase records will be maintained for a period of at least five (5) years after the last date of service in accordance with FCC Fifth Report and Order (Para. 47, FCC 04-190, Adopted August 4, 2004).

XX. Construction and Facility Improvement

Construction contracts that exceed one hundredthousand ($100,000) dollars shall be awarded to the lowest responsible bidder based on guidelines specified in state statutes (61 O.S. §102-103; 61 O.S. §103.4, & 61 O.S. §101-137). In the event of emergency construction statute, 61 O.S. §130 shall apply.

XXI. Purchasing Real Estate

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

XXII. Purchase of Transportation Equipment

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

XXIII. Unlawful Acts as specified in state statutes:

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

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

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

XXIV. Petty Cash

Petty cash funds will be established in all schools and administrative locations in accordance with the Oklahoma State

Department of Education Technical Assistance Document (latest revision).

XXV. Investment of District Funds

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

XXVI. Travel Reimbursements

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

XXVII. Sanctioning Organizations and Associations

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

XXVIII. Site Receiving Procedures

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

A. Site Principals must designate an employee to certify receipt of delivered to the site.

B. The staff person picking up the items must sign and date the invoice or receipt. Items picked up by a staff person, will require a second signature on the invoice or receipt as proof that all of the items were actually received.

C. The designated employee (receiving clerk) must visibly check each item to ensure that all items have been received at the site and that these items are for school business and not for personal use.

D. Verification of receipt of goods must be noted on the invoice or receipt by the receiving clerk’s signature and date.

E. Invoices or receipts must be returned to the site secretary by close of business the day after the purchase is made.

XXIX. Acceptance of Gifts

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

A. "Gifts" include services, material goods, promotional items, prizes, meals, gratuities, entertainment, tickets, favors, travel expenses, cash, loans, or any other thing of value.

B. B. An "E-Rate vendor" is any provider of services and/or goods who is participating in or seeking to participate in the schools and libraries universal service fund (or "E-Rate") program.

C. An "E-Rate funding year" begins July 1 and ends June 30 of the following calendar year.

XXX. E-Rate Procurement Policy

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

A. Make a request for competitive bids for all eligible goods and/or services for which Universal Service Fund support will be requested and comply with applicable state and local procurement processes included in its documented policies and procedures.

B. Wait at least 28 days after the posting date of the FCC Form 470 on the USAC Schools and Libraries website before making commitments with the selected service providers.

C. Consider all bids submitted and select the most cost-effective service offering, with price being the primary factor considered.

D. Keep control of the competitive bidding process by not surrendering control to a service provider who is participating in the bidding process and not including service provider contact information on the FCC Forms 470.

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

Last Modified by Cathy Sasser on April 4, 2023