



STILLWATER PUBLIC SCHOOLS
STILLWATER BOARD OF EDUCATION

PREPARED BY: Bo Gamble, Assistant Superintendent of Operations
APPROVED BY: Uwe Gordon, Superintendent
DATE: June 11, 2024

AGENDA ITEM: 4S

Operations FY 2024-2025 Agreements:

- 1) City of Stillwater (School Resource Officer)
- 2) Facilitron Incorporated (Facility Management Software)

BOARD ACTION REQUESTED:

Motion to Approve Operations FY 2024-2025 Agreements as presented

BACKGROUND INFORMATION:

City of Stillwater- School Resource Officers

Agreement for FY 2024-2025 with the Stillwater Police Department and Stillwater Public Schools for School Resource Officers (SRO). The SRO's will be assigned to the schools a minimum of one week before the first day of school and a minimum of one week-after the last day of school. Stillwater Public Schools is responsible for \$75,000 compensation-for 3 SRO's annually and \$55,671 annually for the 4th SRO; for a total of \$130,671. The term of agreement is from July 1, 2024 to June 30, 2025.

Facilitron, Inc. – Facility Management Software

Renewal of Contract Agreement with Facilitron, Inc. to provide Facility Management Software for facility use and manage work orders.

AGREEMENT is made a term beginning July 1, 2024 and ending June 30, 2025 by and between Independent School District No. 16 of Payne County, Oklahoma (STILLWATER PUBLIC SCHOOLS) and the City of Stillwater, contracting on behalf of Stillwater Police Department (STILLWATER POLICE DEPARTMENT) as follows:

WITNESSETH:

WHEREAS STILLWATER PUBLIC SCHOOLS agree to work with the STILLWATER POLICE DEPARTMENT and the STILLWATER POLICE DEPARTMENT agrees to manage a School Resource Officer (SRO) Program in STILLWATER PUBLIC SCHOOLS consisting of full time School Resource Officers (SROs) as police department staffing levels permit, their vehicles, supplies and equipment; and WHEREAS STILLWATER PUBLIC SCHOOLS and the STILLWATER POLICE DEPARTMENT desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the said SROs in STILLWATER PUBLIC SCHOOLS;; NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Goals and Duties of School Resource Officers - It is understood and agreed that STILLWATER PUBLIC SCHOOLS and the STILLWATER POLICE DEPARTMENT share the following goals and duties with regard to the School Resource Officer (SRO) Program in STILLWATER PUBLIC SCHOOLS:

1.1. Goals of the SRO Program:

1.1.1. To prevent and reduce school violence and juvenile crime;

1.1.2. To create and maintain a safe, secure and orderly learning environment;

1.1.3. To create a positive image of police in the minds of students;

1.1.4. To enable students to become better informed and more effective citizens; and

1.1.5. To encourage members of STILLWATER PUBLIC SCHOOLS and the STILLWATER POLICE

DEPARTMENT to continue working together towards these common goals.

1.2. STILLWATER PUBLIC SCHOOLS Goals:

1.2.1. To report any crimes that occur on campus, and to cooperate with the law enforcement officials in their investigation of crimes that occur at school and

1.3. STILLWATER POLICE DEPARTMENT Goals:

1.3.1. To respond quickly to major disruptions and criminal offenses at the various school sites; and

1.3.2. To encourage SROs to attend extra-curricular activities held at schools, when possible.

1.4. To protect lives and property for the citizens and public-school students of the City of Stillwater;

1.5. To enforce Federal, State and Local criminal laws and ordinances;

1.6. To investigate criminal activity committed on or adjacent to school property;

1.7. To schedule officers to provide security for athletic events or other school activities at the request of the principal or his designee;

- 1.8. To coordinate with the school administration to develop plans and strategies to prevent and/or minimize dangerous situations on or near campus;
- 1.9. To develop and expand crime prevention programs and other programs that may be needed;
- 1.10. To provide law-related counseling to students, teachers, staff and parents;
- 1.11. To provide classroom instruction on a variety of law-related topics;
- 1.12. To prepare lesson plans for the instruction provided;
- 1.13. To assist the superintendent, principals, faculty and staff in enforcing the campus code of conduct and other schools' rules in order to maintain a safe learning environment in the following manner.
 - 1.13.1. When it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO will resolve the problem to preserve the school climate.
 - 1.13.2. IN ALL OTHER CASES disciplining students is a School District responsibility, and the SRO will alert administration and/or take students to the office where school discipline can be meted out.
- 1.14. To provide traffic control during the arrival and departure of students and during special events as requested by school officials;
- 1.15. To establish and maintain a positive rapport with students, teachers and staff;
- 1.16. To participate in campus activities, student organizations, and athletic events when appropriate;
- 1.17. To participate in the Safe and Drug Free Schools Committee; and
- 1.18. To become familiar with the various social service agencies available in the Stillwater community.

2. Employment and Assignment of School Resource Officers

- 2.1. The STILLWATER POLICE DEPARTMENT agrees to provide School Resource Officers (SROs) during the term of this agreement as department staffing allows. The SROs shall be employees of the STILLWATER POLICE DEPARTMENT and shall be subject to the administration, supervision and control of the STILLWATER POLICE DEPARTMENT, except as such administration, supervision and control are subject to the terms and conditions of this Agreement.
- 2.2. The STILLWATER POLICE DEPARTMENT agrees to provide and to pay the SROs' salary and employment benefits in accordance with the applicable salary schedules and employment practices of the STILLWATER POLICE DEPARTMENT. The SROs shall be subject to all other personnel policies and practices of the STILLWATER POLICE DEPARTMENT except as such policies or practices may have to be modified to comply with the terms and conditions of

this Agreement.

- 2.3. The STILLWATER POLICE DEPARTMENT, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs.
- 2.4. When police department staffing levels permit, SROs shall be assigned by the STILLWATER POLICE DEPARTMENT as follows:
 - 2.4.1. Of the 4 SROs one shall be assigned to Stillwater High School; one shall be assigned to Stillwater Junior High; and one shall be assigned to Stillwater Middle School. Any of the 4 SROs may be assigned to an Elementary School Site on an as-needed basis as determined by an internal schedule.
 - 2.4.2. Any of the four SROs may respond to Lincoln Alternative Academy as needed.
 - 2.4.3. Rotation of SRO's will be considered on an annual basis as agreed upon by STILLWATER POLICE DEPARTMENT and STILLWATER PUBLIC SCHOOLS.
 - 2.4.4. In the event an SRO is absent from work, the SRO shall notify both his/her supervisor at the STILLWATER POLICE DEPARTMENT and the principal of the school to which the SRO is assigned.

3. Duty Hours

- 3.1 When assigned, SROs will report to their assigned site 30 minutes before the beginning of school until 30 minutes after students are released at the assigned school site. Any time worked passed a 40-hour work week will be compensated in accordance with standard departmental practice.
- 3.2 When school is closed for a holiday or other reasons, the SRO may use his/her accumulated comp time and/or vacation time to take that day off, or be assigned other police department related tasks. When school is not in session, but it is considered a workday for school employees (such as professional days and parent teacher conferences), the SRO may work in the schools as needed or as requested by school officials for training, meetings, or as needed by the Stillwater Police Department.
- 3.3 Summer Hours
 - 3.3.1 During the summer break when school is not in session, the SROs will be assigned to the schools a minimum of one week after the last day of school and two weeks before the first day of school. Additional time in the schools may be requested by school officials and/or SROs, and must be approved by Police Department Administration.
 - 3.3.2 Time will be allotted for the SRO's to attend other school related events and/or training.
- 3.4 The SROs will be allowed to use their time off as needed as long as it does not interfere with their duties as SROs, or other needs of the Police Department. It is recommended that the SROs take the bulk of their time off in the summer or during scheduled school holidays; however, situations may arise whereas they may need time off during a regular school day.
- 3.5 STILLWATER PUBLIC SCHOOLS recognize that in the event of an emergency as, defined by the needs of the Police Department one or more SROs may be needed by the STILLWATER POLICE

DEPARTMENT to leave their school duty station during normal duty hours as described above and to perform other services for the STILLWATER POLICE DEPARTMENT. STILLWATER POLICE DEPARTMENT and STILLWATER PUBLIC SCHOOLS will collaborate to minimize SROs from being removed from their assignments within the schools.

4. Basic Qualifications of School Resource Officers (SROs)

- 4.1. To be an SRO, an officer must first meet all of the requirements in SOP 340 and the following basic qualifications:
 - 4.1.1. Shall possess sufficient knowledge of the applicable Federal and State laws, City ordinances, and Board of Education polices and regulations;
 - 4.1.2. Shall be capable of conducting in-depth criminal investigations;
 - 4.1.3. Shall possess even temperament and set a good example for students;
 - 4.1.4. Shall possess communication skills that would enable the officer to function effectively; and
 - 4.1.5. Shall maintain a harmonious relationship with STILLWATER PUBLIC SCHOOLS.

5. Chain of Command

- 5.1. As employees of the STILLWATER POLICE DEPARTMENT, SROs shall follow the chain of command as set forth in the STILLWATER POLICE DEPARTMENT Standard Operating Procedures (SOP) Manual.
- 5.2. In the performance of their duties, SROs shall coordinate and communicate with the principal or the principals' designee of the school to which they are assigned.

6. Training/Briefing

- 6.1. Training Sessions will be conducted to provide SROs with appropriate in-service training such as updates in the law, in-service firearms training, and CLEET training. The STILLWATER PUBLIC SCHOOLS also may provide training in Board of Education Policies, regulations and procedures. STILLWATER PUBLIC SCHOOLS agrees to pay 25% of the training cost for SRO training for 3 of the SRO's and 75% of the SRO training cost for the fourth SRO.

7. Dress Code

- 7.1. The SROs will be required to wear a departmental-issued uniform. The uniform shall be provided by the STILLWATER POLICE DEPARTMENT.

8. Supplies and Equipment

- 8.1. Motor vehicles. The STILLWATER POLICE DEPARTMENT shall provide a vehicle for each SRO. The STILLWATER POLICE DEPARTMENT will be responsible for the Insurance, maintenance and any other expenses associated with the operation and upkeep of the vehicle.
- 8.2. Weapons and ammunition. The STILLWATER POLICE DEPARTMENT agrees to provide each SRO with all weapons and ammunition.

- 8.3. Office and Office Supplies. STILLWATER PUBLIC SCHOOLS agrees to provide each SRO with a private office that is properly lighted and climate controlled. The office shall be furnished with a desk with drawers, chair, worktable, phone and a filing cabinet that can be properly locked and secured for confidential files and/or records. The SRO also shall be provided a computer and printer. The SRO shall also have access to a copy machine, fax machine, secretarial assistance, and technical support. The school agrees to provide each SRO with the usual and customary office supplies and forms required in the performance of their duties.

9. Transporting Students

- 9.1. It is agreed that SROs shall not transport students in their vehicles except:
 - 9.1.1. When the students are victims, a witness of a crime, access Safe Place, are under arrest, or some other emergency circumstances exist; and
 - 9.1.2. When students are suspended and sent home from school pursuant to school disciplinary actions if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel, as determined by the school resource officer or his/her supervisor.
- 9.2. If circumstances require that the SRO transport a student, other than an arrest, then the school must provide a school official or employee to accompany the officer in the vehicle.
- 9.3. If the student to be transported off campus is not under arrest, a victim, a witness of a crime, or violent or disruptive, the school administration shall provide transportation for the student and the SRO may accompany a school official in transporting a student.
- 9.4. Student shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. SROs shall not transport students in their personal vehicles.
- 9.5. SROs shall notify the school principal, as well as the STILLWATER POLICE DEPARTMENT before removing a student from campus.

10. Investigation, Interviewing, Search and Arrest Procedures

- 10.1. STILLWATER PUBLIC SCHOOLS recognize that during the investigation of crimes, arrests may be necessary. Such "arrests" may be the mere issuance of a ticket or a summons or a custodial arrest. SROs may issue citations and/or summons as situations dictate, however, whenever possible, SRO's should notify the site principal, or their designee, prior to a student being taken into custody. If prior notification is not feasible, the SRO should notify the school administration as soon thereafter as possible.
- 10.2. STILLWATER PUBLIC SCHOOLS recognize that during any criminal search or investigation SROs are required to follow STILLWATER POLICE DEPARTMENT protocols and procedures.
- 10.3. STILLWATER PUBLIC SCHOOLS shall not restrict SROs' ability to search individuals under

arrest, search for weapons based on probable cause, or to conduct a pat down for weapons based on reasonable suspicion. STILLWATER POLICE DEPARTMENT shall exercise sound professional judgment and comply with applicable law when conducting searches. STILLWATER POLICE DEPARTMENT shall be responsible for its own negligent acts and omissions.

11. Bomb Threats

11.1. It is a felony to give false information concerning the placement of a bomb in a school building. School officials, the SRO and fire safety officials shall cooperate in the implementation of procedures in the event of a bomb threat (see STILLWATER PUBLIC SCHOOLS Emergency Procedures Manual). In all cases, the principal shall report such incidents to the Superintendent, and to the SRO. In the absence of physical evidence, it is the Superintendent and Principal's decision to evacuate the school

12. Controlled Substances

12.1. School officials shall notify the SRO in all cases involving ALL possessions, sales or distribution of controlled substances at school or school activities as required by Title 70 in the Oklahoma State Statutes.

12.2. Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction as required by Title 70 in the Oklahoma State Statutes.

12.3. If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified and the SRO should proceed according to law and Stillwater Police Department policy.

13. Riots and Civil Disorders

13.1. In the event of a riot or civil disorder the SRO is expected to take appropriate police action.

13.2. If, in the opinion of the principal or SRO, additional law enforcement personnel are needed to restore and/or maintain order, the SRO will contact the appropriate law enforcement agency and request assistance. The principal or his designee also shall notify the Superintendent.

13.3. To the extent possible, all communications should be made by telephone or other secure communication to avoid alarming the public and news media.

13.4. The Superintendent or his designee shall be prepared to respond to questions from the news media, parents and other members of the public as soon as order is restored.

13.5. If deemed necessary by school and law enforcement officials, the media and the public may be restricted to an area *off* campus away from the disturbance until order is restored.

13.6. Information regarding those arrested and removed from campus shall be released in accordance with the Oklahoma Open Records Act or the Federal Freedom of Information Act.

14. Access to Education Records

14.1. School officials shall allow SROs to inspect and copy any public records maintained by the school including student directory information such as yearbooks. If the directory information has not been excluded by a parent. However, unless a health or safety exception exists as defined by Family Educational Rights and Privacy Act (FERPA) and such disclosure is necessary to protect the health or safety of the student or other individuals, SROs may only inspect confidential student education records or personally identifiable information from the same to the extent an SRO is a "school official" as contemplated by federal and state law and only for the purpose for which the disclosure is intended.

14.2. An SRO shall not re-disclose any education records or personally identifiable information they receive as a school official to the STILLWATER POLICE DEPARTMENT, its employees, or others without legal consent unless such disclosure is permitted by FERPA. Any STILLWATER POLICE DEPARTMENT employee who is not a "school official" may not have access to education records or a student's personally identifiable information without legal consent unless the disclosure is pursuant to a court order or search warrant or a health or safety emergency exception under FERPA exists for the disclosure. In the case of a health or safety emergency, the disclosure may be appropriate if it is necessary to address a significant and articulable threat of a health or safety emergency.

15. Evaluation

15.1. It is mutually agreed that the STILLWATER PUBLIC SCHOOLS shall evaluate the SRO Program and the performance of each SRO annually. It is further understood that the STILLWATER PUBLIC SCHOOL'S evaluation of each officer is advisory only and that the STILLWATER POLICE DEPARTMENT retains the final authority to evaluate the performance of the SROs.

16. Compensation

16.1. It is mutually agreed that STILLWATER PUBLIC SCHOOLS will provide \$75,000.00 of the total compensation for three of the four SROs annually, STILLWATER PUBLIC SCHOOLS will provide \$55,671 of total compensation for the fourth SRO. It is expected that monthly invoices be provided for reimbursement.

17. Term of Agreement

17.1. The term of this agreement is one year commencing on 7/01/2024 and ending on 6/30/2025. The Agreement may be renewed and extended annually for additional and successive one-year terms pursuant to mutual ratification and written approval of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Operations Agreement to be executed the day and year first written above.

Independent School District No. 16 of
Payne County, Oklahoma, Stillwater
Public Schools

Dr. Marshall Baker
President, Board of Education

Date _____

City of Stillwater, Oklahoma

Kimberly Meek
City Manager

Date _____

**Stillwater Public Schools, Independent School District No. 16 of Payne County,
Oklahoma and Facilitron, Inc.
Facilities Management Portal Agreement**

This Facilities Management Portal Agreement (this “Agreement”) is made and entered into as of July 1, 2024 (the “Effective Date”), by and between Stillwater Public Schools, Independent School District No. 16 of Payne County, Oklahoma (the “Client”), and Facilitron, Inc., a Delaware corporation (the “Company”). The Client and the Company may be referred to herein individually as a “Party” and collectively as the “Parties”.

W I T N E S S E T H

WHEREAS, the Company is the operator of a web platform that provides its customers with solutions and services for the presentation, scheduling and rental of facilities and management of work orders; and

WHEREAS, the Client desires to present, schedule, rent and administer its facilities, manage work orders, and track assets and consumable inventory on a web platform hosted by the Company (“the “Facilities Management Portal”);

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

A G R E E M E N T

1. **Definitions.** As used in this Agreement, the following terms, when capitalized, shall have the following meanings:

- (a) **“Company Site”** shall mean the Company’s website maintained at www.facilitron.com and any successor or supplemental locations.
- (b) **“Client Site”** shall mean Client’s website maintained at: www.stillwaterschools.com and any successor or supplemental locations.
- (c) **“End Users”** shall mean any employee, contractor or agent of Client, as well as individuals or outside group representatives who use the Facilities Management Portal.
- (d) **“Client Facilities”** shall mean the facilities that the Client intends to schedule, rent and administer using Facilities Management Portal.
- (e) **“Facilities Management Portal”** shall mean the website and e-commerce platform on the Company Site provided to Client by the Company for the purpose of presenting, scheduling, renting and administering of facilities and managing work orders.
- (f) **“Services”** shall mean the act of implementing and operating Facilities Management Portal to present, schedule and administer internal and external use of Client Facilities, to manage work orders, and to track assets and consumable inventory, providing additional offerings facilitating transactions, such as liability insurance and processing of payments and

disbursements, providing customer support, facility based data analytics, best practices and other consultative services.

(g) **“Transaction”** shall mean the total of each reservation by an End-User. For example, if a reservation is made that includes twenty (20) uses of a Client Facility, the “Transaction” will be the total costs associated with all twenty (20) uses.

2. Grant of Rights.

(a) Grant of Rights to Company. The Client hereby grants Company the non-exclusive right to present and rent Client Facilities to End-Users in accordance with the provisions of this Agreement during the Term.

(b) Appointment of the Company as Limited Payment Collection Agent for the Client. The Client hereby appoints Company as the Client’s limited payment collection agent solely for the purpose of accepting rental and service payments from End Users. The Client agrees that payment made by an End User through Company, shall be considered the same as a payment made directly to the Client, and the Client will make the facilities and services available to the End User in the agreed-upon manner as if the Client has received the fees. The Client agrees that Company may, in accordance with the cancellation policy selected by the Client (i) permit the End User to cancel the booking and (ii) refund (via Company) to the End User that portion of the fees specified in the applicable cancellation policy. The Client understands that Company accepts payments from End Users as the Client’s limited payment collection agent and that Company’s’ obligation to pay the Client is subject to and conditioned upon successful receipt of the associated payments from End Users. In accepting appointment as the limited authorized agent of the Client, the Company assumes no liability for any acts or omissions of the Client.

(c) Pricing and Payment Terms. The Client shall determine the pricing for its facilities, application, equipment usage, custodial and other associated services provided by the Client (the “Client Fee”). **Company shall withhold a commission from the Client or charge End Users a service fee, as determined by the Client pursuant to Exhibit “A”, which is attached hereto and incorporated herein by reference.** Notwithstanding the foregoing, in no event shall the aggregate fees to be charged to End Users exceed those limits set forth in Oklahoma law or Client’s board policies. Company shall remit all collected Client Fee payments for completed rentals minus any applicable commission and any End User refunds by a check to the Client on a monthly basis, and such funds must be sent by Company to Client by the 20th day of the following month.

(d) Audit. Upon at least ten (10) calendar days prior written demand to Company, the Client shall have the right, at its own cost and expense, to audit Company’s books, records, and accounts for the sole purpose of verifying payments reported under Section 2(c). Company shall provide all such relevant books, records, and accounts to Client upon such demand. If Client (through its certified public accountant or other appropriate auditor) concludes that additional amounts were owed during the audited period, the Company shall pay such additional amounts within thirty (30) calendar days of the date the Client delivers to Company such accounting firm’s written report so concluding. The fees charged by such accounting firm shall be paid by the Client; provided, however, if the audit discloses that the payments payable by Company for such period are more than thirty percent (30%) of the amounts actually paid for

such period, then the Company shall pay the reasonable fees and expenses charged by such accounting firm in addition to any additional amounts owed.

3. Scope of Services.

Company shall be responsible for (a) designing and hosting facility booking websites equipped with photos, application and payment processing for each facility, (b) provisioning and populating the work order management platform, including recurring work orders, tracking of assets and consumable inventory, (c) maintaining the websites and calendar to ensure that the sites are functional and usable, (d) providing PCI compliant payment processing, (e) providing account management and customer personnel as are reasonably necessary to perform, maintain and manage the Services, (f) coordinating all administrative functions associated with the Services, and (g) conducting any other operations reasonably necessary to perform the Services. Company shall comply with all industry standards, any Client rules and regulations concerning the use of Client Facilities, Client's reasonable requests, and all applicable law.

4. Client Obligations.

(a) Solely for purposes of conducting the Services, Client shall use reasonable efforts to assist Company in performing the Services by providing access to its staff, facilities, and updated availability data in a timely manner.

(b) The Client shall use reasonable efforts to provide on its website and other communications, at its discretion, instructions, links, and other information to promote the Services therein.

5. No Transfer of Intellectual Property Rights. The Client and the Company acknowledge and agree that no transfer of any proprietary technology, inventions, developments, improvements, art, ideas, art form, or the like, including, but not limited to patents, patent applications, trademarks, copyrights or trade secrets (collectively, "Intellectual Property"), is intended in connection with this Agreement. Each Party's ownership interest in any Intellectual Property owned or licensed by such Party as of the date of this Agreement or acquired by it during the Term of this Agreement is not, and shall not be affected by the terms of this Agreement.

6. Trademarks: Client Marks and Company Marks.

(a) Subject to the terms and conditions of this Agreement, the Client grants Company a nonexclusive, non-transferable, revocable license to use the Client's trademarks ("Client Marks") solely on the Facilities Management Portal and in connection with any promotions, marketing and press releases relating to the Services contemplated under this Agreement. The Client Marks are, and shall remain, the sole property of Client. Upon termination of this Agreement or of the herein granted license for any reason, the Company shall promptly discontinue use of the Client Marks.

(b) Subject to the terms and conditions of this Agreement, Company grants Client a nonexclusive, non-transferable, revocable license to use the Company's trademarks and servicemarks (the "Company Marks") in connection with marketing of the Client Facilities

and any related services. The Company Marks are, and shall remain, the sole property of the Company. Client recognizes the Company's title to the Company Marks. Client shall use reasonable efforts not to do or suffer to be done any act or thing which will in any way impair the rights of the Company and to the Company Marks. It is understood that Client shall not acquire and shall not claim any title to the Company Marks adverse to the Company by virtue of the license granted herein, it being the intention of the Parties that use of the Company Marks by Client shall at all times inure to the benefit of the Company. Upon termination of this Agreement or of the herein granted license for any reason, Client agrees to promptly discontinue use of the Company Marks except that historical records may remain and be subject to internet access and/or public records requests.

7. Privacy Policy.

Company shall ensure that any collection, use of or disclosure of any individual, aggregate and/or personally-identifiable customer data and information about the End Users by Company complies with all applicable laws and regulations, including, but not limited to the Children's Online Privacy Protection Act of 1998 (15 U.S.C. §§ 6501, et seq.), the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. §§ 1232g, et seq.) and related regulations, relevant State law, and with Client's privacy policy and the Company's privacy policy (the "Privacy Policy"). Company shall post throughout the Term of this Agreement, on at least the main page of the Online Facilities Rental Storefront, a copy or link to the Privacy Policy. The Privacy Policy must be prominently published on the web page and provide adequate notice, disclosure and choice to users regarding Company's collection, use and disclosure of user information. Company shall ensure that the Privacy Policy does not create any liability to Client for the use of any customer or user data by either Party in any manner.

8. Confidentiality.

(a) Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean any information disclosed by a Party hereto (the "Disclosing Party") to the other Party ("Recipient"), either directly or indirectly, in writing or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or would reasonably be regarded as being of a confidential nature or, if disclosed orally, is identified as confidential or proprietary at the time of its disclosure to the Recipient or would reasonably be regarded as being of a confidential nature; provided, however, that any information relating to financial, product and business plans and strategies shall be deemed to be Confidential Information whether or not so designated. Notwithstanding the foregoing, Confidential Information shall not include any information which (i) was publicly known and available in the public domain prior to the time of disclosure to the Recipient by the Disclosing Party; (ii) becomes publicly known and available in the public domain after disclosure to the Recipient by the Disclosing Party through no action or inaction of Recipient; (iii) Recipient is able to demonstrate by documentary evidence that the Confidential Information was lawfully in the possession of Recipient at the time of disclosure by the Disclosing Party; (iv) is independently developed by Recipient, provided Recipient can show by documentary evidence that such development was accomplished by or for Recipient without

any use or beneficial reference to any Confidential Information of the Disclosing Party; (v) is disclosed pursuant to legal, judicial or administrative proceeding or as otherwise required by law, provided that (A) Recipient gives reasonable prior notice to the Disclosing Party to allow it to seek a protective or similar order preventing or restricting the disclosure of such information, and (B) such information shall be deemed not to be Confidential Information only to the extent that such disclosure is compelled by such proceeding or law and only for the purpose of complying with such proceeding or law; or (vi) has been approved in writing for disclosure by the Disclosing Party.

(b) **Duty to Hold in Confidence.** Each Recipient agrees that, to the extent permitted by law, it will preserve in strict confidence and secure against accidental loss any Confidential Information disclosed by the Disclosing Party to Recipient. In preserving the Disclosing Party's Confidential Information, Recipient will use the same standard of care it would use to secure and safeguard its own Confidential Information of similar importance, but in no event less than reasonable care. Any permitted reproduction of the Disclosing Party's Confidential Information shall contain all confidential or proprietary legends that appear on the original.

(c) **Permitted Disclosures.** To the extent permitted by law, Recipient shall permit access to the Disclosing Party's Confidential Information solely to its employees, agents and contractors who have a need to know such information for purposes of the Recipient's performance of the Agreement. Except as permitted by law or in the exercise of the rights granted under this Agreement, Recipient shall not disclose or transfer any Confidential Information to any third party, without the specific prior written approval of the Disclosing Party.

(d) **Obligation to Return Confidential Information.** Recipient acknowledges that the Disclosing Party retains ownership of all Confidential Information disclosed or made available to Recipient. Accordingly, upon any termination, cancellation or expiration of this Agreement, or upon the Disclosing Party's request for any reason (other than in violation of this Agreement), Recipient shall return promptly to the Disclosing Party the originals and all copies (without retention of any copy) of any written documents, tools, materials or other tangible items provided by the Disclosing Party to the Recipient containing or embodying Confidential Information.

9. Representations and Warranties.

(a) **Client Representations and Warranties.** Client represents and warrants to the Company as of the Effective Date that:

(i) **Authority.** Client has power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and has by all necessary action authorized the execution and delivery of this Agreement and the performance of its obligations hereunder.

(ii) **No Conflicts.** The execution, delivery and performance by Client of this Agreement and each other agreement, document, or instrument now or hereafter executed and delivered by Client pursuant thereto or in connection herewith will not: (A) conflict with or violate any provision of any law, rule, regulation, authorization or judgment of any governmental authority having applicability to Client or its actions; or (B) to the best knowledge of Client, materially conflict with or result in any breach of, or

constitute a default under, any note, security agreement, commitment, contract or other agreement, instrument or undertaking to which Client is a party or by which any of its property is bound.

(b) Company Representations and Warranties. The Company represents and warrants to Client as of the Effective Date that:

(i) Corporate Authority. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and has by all necessary corporate action authorized the execution and delivery of this Agreement and the performance of its obligations hereunder.

(ii) No Conflicts. The execution, delivery and performance by the Company of this Agreement and each other agreement, document, or instrument now or hereafter executed and delivered by the Company pursuant thereto or in connection herewith will not: (A) conflict with or violate the articles of incorporation or bylaws of the Company or any provision of any law, rule, regulation, authorization or judgment of any governmental authority having applicability to the Company or its actions; or (B) to the best knowledge of the Company, materially conflict with or result in any breach of, or constitute a default under, any note, security agreement, commitment, contract or other agreement, instrument or undertaking to which the Company is a party or by which any of its property is bound.

(iii) Binding Obligation. When executed and delivered by the Company and Client, this Agreement will be valid and legally binding obligation of the Company in accordance with its terms, subject to bankruptcy, reorganization, insolvency, moratorium and similar laws and to general principles of equity which are within the discretion of courts of applicable jurisdiction.

(iv) Confidentiality Agreements. The Company has and will maintain with all the Company employees, agents, and consultants, written agreements sufficient to enable the Company to perform its obligations hereunder with confidentiality terms at least as restrictive as those provided for the Parties under this Agreement.

(v) Non-infringement. The Company represents and warrants that the Company Site and the Facilities Management Portal do not knowingly infringe any Intellectual Property Rights of any third party. Company agrees to defend, indemnify, and hold Client and its board members, employees, students, attorneys, and insurers harmless against any loss, damage, expense, or cost, including reasonable attorneys' fees arising out of any claim, demand, proceeding, or lawsuit by a third party claiming infringement on its intellectual property rights.

10. Termination.

(a) Term. The initial term of this Agreement shall be from the Effective Date through June 30, 2024. The contract may be renewed for subsequent one-year terms, beginning July 1 and continuing through June 30 each year upon written approval and ratification of the Parties.

- (b) Termination for Breach. In the event of a material breach of this Agreement by a Party (the "Breaching Party"), expressly including Company's failure to abide by the payment and reporting terms as set forth in the Agreement, this Agreement may be terminated by the non-breaching Party, effective upon delivery of written notice to the Breaching Party, unless within seven (7) business days after receiving written notice of such breach from the non-breaching Party the Breaching Party cures such breach (or agrees with the non-breaching Party on a plan to cure such breach, which agreement shall not be unreasonably withheld, conditioned or delayed by the non-breaching Party).
- (c) Other Termination. Following the Term the Client or Company may terminate this Agreement at any time for any reason without cause. Written notice to terminate this Agreement without cause shall be provided by the canceling Party to the other Party at least thirty (30) days in advance of termination. In the event of early termination, the Company shall be paid for satisfactory work performed to the date of termination. The Client may then proceed with any work-product, materials, and information completed by the Company in any manner the Client deems proper.
- (d) Survival. Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 5, 6 and 8 shall survive the expiration or earlier termination of this Agreement.

11. General Provisions.

- (a) Limitation of Liability. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES ON ANY CAUSE OF ACTION RELATING TO THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR SPECULATIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR USE, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, IRRESPECTIVE OF WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, TORT, STATUTE, OR OTHERWISE AND WHETHER OR NOT THE PARTY HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. COMPANY'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE TRANSACTION FEES RECEIVED BY THE COMPANY DURING THE TERM OF THIS AGREEMENT.
- (b) Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, except that this Agreement may be assigned by any Party without the consent of the other Party (i) to any of the Party's majority-owned or controlled subsidiary entities or (ii) to any other entity resulting from the sale, merger, reorganization or other transfer of all or substantially all of the business or assets of the Party or its majority-owned or controlled subsidiary entities. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- (c) Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect the Agreement.
- (d) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will

any time thereafter to insist upon strict performance. No waiver of any portion of this Agreement shall be effective unless in writing and signed by the Client and the Company.

(j) Independent Contractors. The relationship of the Parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give either Party the power to direct and control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

(k) Force Majeure. Neither Party to this Agreement shall be held responsible for any failure or delay in performance under this Agreement where such performance is rendered impracticable by any act of war, compliance with laws, governmental acts or regulations, fire, flood, other natural disaster, epidemic, strikes and other causes similar to those listed, in each case where failure to perform is beyond the control, and not caused by the negligence of the non-performing Party ("Force Majeure").

(l) No Third Party Beneficiaries. Unless otherwise expressly provided, no provision of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than the Parties any rights, remedies or other benefits under or by reason of this Agreement.

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

"CLIENT"

"COMPANY"

Stillwater Public Schools, Independent School
District No. 16 of Payne County, Oklahoma

Facilitron, Inc.

By: _____

By: 

Name: _____

Name: Mike Kapul

Title: _____

Title: President

Date: _____

Date: May 30, 2024

EXHIBIT "A"

Company Fees

The Client shall determine the pricing for its facilities rental, application, equipment usage, custodial and other associated services provided by the Client (the "Client Fee").

The Client agrees to pay the Company a commission of 14% of the total Client Fee amount per Transaction which shall be deducted from the client's payment. Company shall remit all collected Client Fee payments for completed rentals minus applicable commission and any End User refunds to the Client on a monthly basis, and such funds must be sent by Company to Client by the 20th day of the following month.

Minimum Annual Rental Volume. In the event that the total Client Fee payments for completed rentals during a 12-months period (the "Actual Rental Volume") are less than \$100,000 (the "Minimum Rental Volume") the Client agrees to pay the Company 14% of the difference between the Minimum Rental Volume and the Actual Rental Volume. The Company shall invoice the Client 30 days after the end of the 12-months period.