STILLWATER BOARD OF EDUCATION
Tuesday, June 11, 2024

6:30 PM Regular Meeting
Stillwater Public Schools Administration Building
314 S. Lewis
Stillwater, OK 74074

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. COMMUNICATIONS/PUBLIC INTEREST
   - A. Recognitions
     1. Jill vanEgmond and Friends
     2. Lincoln Academy Bicycle Program
     3. Bond Sales-Thank You
   - B. Superintendent's Report
   - C. Superintendent's Data Update
   - D. Board Communications
   - E. Public Comments *Patrons who wish to address the Board of Education shall be required to submit form BED-E prior to the start of the meeting*
4. CONSENT AGENDA **(Action)** *All of the following items, which concern reports and items of a routine nature normally approved at a board meeting, will be approved by one board vote, unless any board member desires to have a separate vote on any or all of these items. The consent agenda consists of the discussion, consideration, and approval of the following items:*
   - A. May 14, 2024, 5:00 p.m. Special Meeting Minutes
   - B. May 14, 2024, 6:30 p.m. Regular Meeting Minutes
   - C. May 28, 2024, 12:00 p.m. Special Meeting Minutes
   - D. Transfer and Summary of Activity Account Funds
   - E. Activity Account Fundraising Projects
   - F. Encumbrances and Accounts Payable (approval of encumbrance numbers as listed): **2023-2024 General Fund (11)** Encumbrances #'s:
     20241230, 20241236, 20241238-20241240, 20241243-20241248, 20241250, 20241255-20241257, 20241259-20241261, 20241266, 20241269-20241270
     2023-2024 Bond 31 (2017) Fund Encumbrances #'s:
     20241231-20241235, 20241237, 20241241-20241242, 20241249, 20241251-20241254, 20241262-20241265, 20241267-20241268
   - G. Change Orders (approval of encumbrance numbers as listed): **2023-2024 General Fund (11) Encumbrance Numbers**:
     20240150, 20240262, 20240783, 20241002, 20241187
     2023-2024 Bond 31 Fund (2017) Encumbrances Numbers:
     20241001, 20241134
     2023-2024 Bond 32 Fund (2023) Encumbrances Numbers:
     20240803
     2023-2024 Child Nutrition Fund (22) Encumbrance Numbers:
     20240977
   - H. Policy Second Reading and Approval:
     4. **DE:** Salaries and Expenses
     5. **EFEAA:** Artificial Intelligence Systems and Tools Use In the School District
     6. **EMI:** Moment of Silence
     7. **FDAAA:** Electronic Signatures
     8. **FL:** Student Records
   - I. Waive First Reading and Approval of Policy:
     9. **GK:** Use of School Property
   - J. Membership Renewal with Oklahoma State School Boards Association (OSSBA) for FY 2024-2025

K. Appointments and Bond Authorization for each for FY 2024-2025
    10. Tawni Hooten -- Board Clerk and Board Minutes Clerk
    11. Annette Turley -- Deputy Board Clerk and Deputy Board Minutes Clerk
    12. Michael Arnold -- Board Treasurer
    13. Shannon Flores -- Encumbrance Clerk

L. Human Resources FY 2024-2025 Contracts:
    14. Powerschool (HR Software Services Agreement)
    15. OK Thrive (New Teacher Mentoring Agreement)
    16. OSSBA (Unemployment Insurance)
    17. Frontline (Time & Attendance Renewal)
    18. iObservation (Marzano Teacher and leader Effectiveness Tool)

M. Educational Services FY2024-2025 Contracts:
    19. Advanced Therapy Solutions (Speech/Occupational Therapy Evaluations Agreement)
    20. ARH Therapy, Inc. (Occupational therapy Services Agreement)
    21. Aspire Oklahoma, LLC (Behavioral Consultation Services)
    22. CCOSA (District Level Services Program Agreement)
    23. Counseling and Behavioral Specialists of Oklahoma, LLC (Behavioral Therapy Services Agreement)
    24. CREOKS Health Services (Behavioral Consultation Services)
    25. Danielle Torres (Psychology Services Agreement)
    26. Educational Diagnostic Testing Services, LLC (Psychology Services Agreement)
    27. Evaluation Works, LLC (Psych Services)
    28. Golden Oaks Village of Stillwater, LLC. (Early Childhood Partnership)
    29. GRAND Mental Health Center (Counseling Services Agreement)
    30. Hughton Mifflin Harcourt Math 180/Read 180 (Instructional Program Purchase Agreement)
    31. Hometeam Behavioral Health, LLC (Applied Behavioral Analysis Services Agreement)
    32. Infinite Campus (Student Information Services Agreement)
    33. Instructure (Student Learning Management Systems Agreement)
    34. Kari Fields (Physical Therapy Services Agreement)
    35. Kathryn Beaman (Behavioral Consultation Services Agreement)
    36. Meridian Technology (Gateway to Technology Program Agreement)
    37. Motormouth Therapy, LLC (Occupational Therapy Services Agreement)
    38. NWEA (Instructional Program Purchase Agreement)
    39. Oklahoma Department of Human Services (School Based Services Agreement)
    40. Oklahoma Department of Rehabilitation Services (Transition School-to-Work Work Study Agreement)
    41. Oklahoma State University Office of Educator Support (Student Teaching Affiliation Agreement)
    42. OK Therapy Consultants (Occupational Therapy Services Agreement)
    43. Payne County Youth Services, Inc. (Counseling Services Agreement)
    44. Shannan Frohock (Hearing Impaired Students Agreement)
    45. Stillwater First United Methodist Church (Early Childhood Services Agreement)
    46. TheraBrand/Angela Brand Physical Therapy, LLC (Physical Therapy Services Agreement)
    47. Therapy Specialists (Speech/Language Evaluation Services Agreement)
    48. Turning Point Ranch Foundation (Therapeutic Horseback Riding Program Agreement)

N. Business Office Contract Renewals FY 2024-2025:
    49. Affinity Marketing (Arvest Bank Affinity Agreement)
    50. BuyBoard (National Purchasing Cooperative)
    51. Clearwater Enterprises (Natural Gas Supplier)
    52. Coca-Cola Southwest Beverage (District Beverage Contract)
    53. Finalsite (Website Design Contract)
    54. Hilltop Securities (Bond Arbitrage Rebate Compliance)
    55. Kone Elevator (Elevator Maintenance and Repairs for Westwood)
    56. Millennium Financial Group, LLC. (Collection agency for Nutrition)
    57. Neopost Leasing, Inc. (Mail Meter Machine)
    58. Otis Elevator (Elevator Maintenance and Repairs for Will Rogers)
    59. Payne County Bank (OES Lease Purchase)
    60. ThyssenKrupp Elevator Corporation (Elevator Maintenance)
    61. TIPS (Purchasing Cooperative)
    62. CARE Solace
    63. Municipal Finance Services, Inc. (Financial Software License & Support)
    64. Rosenstein, Fist & Ringold (Legal Services)
    65. Vero Fiber Networks, LLC (Telecom & Infrastucture Services)
    66. Arbiter Sports

67. Air & Earth, Inc. (Asbestos Abatement)
68. OSIG (Property/Liability Ins)

O. Activity Fund Custodians and Bonds for each, Co-Signers, Banks and Bank Account Numbers for FY 2024-2025

P. Resolution Authorizing the School District Treasurer to Issue Non-Payable Checks and Authorizing the Purchase of the Checks as Investments from other District Funds

Q. Authorized Representatives and Designated Custodians for FY 2024-2025:
69. Designation of Treasurer, Michael Arnold as Purchasing Agent for Stillwater Independent School District and Designated Custodian for General Fund, Building Fund, Child Nutrition Fund, Bond Funds, and Activity Funds
70. Designation of Superintendent Uwe Gordon as Authorized Representative for All Federal Programs
71. Designation of Technology Director Bryan Bloomer as Authorized Representative for Schools and Libraries Universal Services (E-Rate)

R. Certificate and Order to the County Clerk and County Treasurer of Payne County, Oklahoma, Authorizing Michael Arnold as Stillwater Public Schools Treasurer

S. Operations FY 2024-2025 Agreements:
72. City of Stillwater (School Resource Officer)
73. Facilitron Incorporated (Facility Management Software)

T. Consider and vote to approve Service Order No. 18 for Richmond Elementary As-Built Floor Plan.

U. Out-of-State Travel Requests, SHS Softball Traveling to St. Joseph, MO on August 22-25, 2024

5. BUSINESS/FINANCE

A. Consider and Vote to Approve Treasurer's Report
B. Receive Bond Expenditures and Revenues Report

6. OPERATIONS
A. Receive Bond 2023 Update

7. OTHER REPORTS / RECOMMENDATIONS

A. Superintendent's Goals Presentation

8. ADJOURNMENT
A. Vote to Adjourn **(Action)**

This agenda was posted on the inside of the front door (visible from outside the building) of the Administration Building (314 S. Lewis), and on the School District's website located www.stillwaterschools.com on June 10, 2024 at 5:00p.m. Notice of this regular meeting was given to the Payne County Clerk prior to December 15, 2023.

STILLWATER BOARD OF EDUCATION

Tawni Hooten

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Tawni Hooten, Minutes Clerk

Minutes of
Special Meeting
Tuesday, May 14, 2024
5:00 PM

Stillwater Public Schools Administration Building
314 S. Lewis
Stillwater, OK 74074

Attendance Taken at 5:00 PM.

Marshall Baker:	Present
Rachel Dillin:	Present
Roberta Douglas:	Present
Tim Riley:	Present
Gay Washington:	Present

1. Board of Education Call to Order and Roll Call

2. Discuss Board Member Roles

3. Discuss Board Member Goals

4. Proposed Executive Session to Discuss the Following:

A. Appointments, Resignations, and Employment Recommendations as listed on Exhibit A of the Agenda. 25 O.S. Section 307(B)(1)

B. Evaluation of the Superintendent (a routine evaluation session that the Board may conduct monthly) Pursuant to Executive Session Authority – OKLA. STAT. tit. 25 sect 307(B)(1) and (7)

5. Vote to Convene in Executive Session (Action)

Motion to convene in Executive Session to discuss the appointments, resignations, and employment recommendations as listed on Exhibit A of the Agenda- 25 O.S. Section 307 (B)(1), and the evaluation of the Superintendent- 25 O.S. Section 307 (B)(1) and (7) at 5:31 p.m. This motion, made by Tim Riley and seconded by Rachel Dillin, Carried. Marshall Baker: Yes, Rachel Dillin: Yes, Roberta Douglas: Yes, Tim Riley: Yes, Gay Washington: Yes

6. President's Acknowledgement of the Return of the Board to Open Session

President Baker acknowledged the return of the Board to open session at 6:02 p.m.

7. Statement of Executive Session Minutes

The following statement was provided by ROBERTA DOUGLAS. During the Executive Session the following people were present: Tim Riley, Dr. Marshall Baker, Rachel Dillin, Roberta Douglas, Dr. Gay Washington, Dr. Trent Swanson (between 5:31-5:40 p.m.), Douglas Stafford (between 5:40-5:46 p.m.), and Uwe Gordon. In the Executive Session the Board discussed the appointments, resignations, and employment recommendations listed on Exhibit A of the agenda as authorized by OKLA. STAT. tit. 25 Section 307(B)(1), and the evaluation of the superintendent as authorized by OKLA. STAT. tit 25 Section (307)(B)(1) and (7). Nothing else was discussed in Executive Session. No votes were taken in the Executive Session. This will constitute the minutes of the Executive Session.

8. Consider and Vote to Approve Appointments, Resignations and Employment Recommendations Listed on Exhibit A of the Agenda. (Action)

Motion to to Approve Appointments, Resignations and Employment Recommendations Listed on Exhibit A of the Agenda, excluding the appointment of a 1.00 FTE Secondary Math Teacher. This motion, made by Roberta Douglas and seconded by Gay Washington, Carried. Marshall Baker: Yes, Rachel Dillin: Yes, Roberta Douglas: Yes, Tim Riley: Yes, Gay Washington: Yes

9. Vote to adjourn (Action)

Motion to adjourn at 6:04 p.m. This motion, made by Roberta Douglas and seconded by Rachel Dillin, Carried. Marshall Baker: Yes, Rachel Dillin: Yes, Roberta Douglas: Yes, Tim Riley: Yes, Gay Washington: Yes

STILLWATER BOARD OF EDUCATION

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Dr. Marshall Baker, President

STILLWATER BOARD OF EDUCATION

(SEAL)

Tawni Hooten

_____

Tawni Hooten, Minutes Clerk

These minutes were officially approved by the Stillwater Board of Education on June 11, 2024.

Regular Business
Meeting Minutes
Tuesday, May 14, 2024
6:30 PM

Stillwater Public Schools
Administration Building
314 S. Lewis
Stillwater, OK 74074

Attendance Taken at 6:30 PM.

Marshall Baker:	Present
Rachel Dillin:	Present
Roberta Douglas:	Present
Tim Riley:	Present
Gay Washington:	Present

1. **CALL TO ORDER AND ROLL CALL at 6:30 p.m.**

2. **PLEDGE OF ALLEGIANCE**

3. **COMMUNICATIONS/PUBLIC INTEREST**

A. **Recognitions**

1) **SPS Employee Retirement Recognitions**

Stillwater Public Schools would like to publicly recognize the employees that are retiring from SPS after many years of service. We truly appreciate their dedication to the students and community of Stillwater.

-Robin Atkinson
-Dana Edwards
-Annette Jones
-Debra Shores
-Kim Sloggett
-Mary Wedel
-Jennifer White
-Michael White

2) **SPS Support Employee of the Year Recognitions**

Stillwater Public Schools would like to publicly recognize the category winners for Support Employee of the Year. We truly appreciate their dedication to the students and community of Stillwater.

-Marie Brown – Cafeteria Manager (Will Rogers) - Child Nutrition
-Brooke Brunken – High Needs Counselor (District Wide) – Special Services
-Dillon Henry – Computer Specialist I – District Support (Facilities/Technology)
-Elsie Hockensmith – Custodian (Highland Park) - Custodial
-Misty Horne – Principal Secretary (SHS) – Office/Clerical
-Gary Moffitt – Bus Driver - Transportation
-Tracy Wright- Library Media Assistant (SJHS) – Educational Support

Gary Moffitt was awarded the District Support Employee of the Year.

3) Bryan Bloomer and Technology Department
4) SHS Unified Peers
5) SHS Kate Wardlaw
6) SHS Girls Golf Team
7) Melissa Kifer, Oklahoma Special Services Association Director of the Year

B. **Superintendent's Report**

Thank you to everyone for an amazing year. We've had so many amazing successes, wonderful events, and outstanding awards. We are not perfect, but we are pretty darn good. When I say "everyone" I mean the board, administrators, faculty, staff, parents, community members and especially our students.

This Friday we will celebrate our 123rd graduation ceremony. I would ask that you keep in mind that for most students this ceremony is a stepping stone to their success in the future, but to others it is the pinnacle in their lives. We still have first time graduates for the families and some students who may have gotten their final credit about 30 minutes before the ceremony. They all need to be honored and respected for their journey to this point. This is truly the best #PioneerProud! moment for me each year. Thank you, Stillwater.

C. **Superintendent's Data Update**

Number of 2024 SHS Graduates – 423

- Largest graduating class of SHS 453 in 2021
- Since 1960 graduation locations were at the city gymnasium, Boone Pickens Stadium, Pioneer Stadium, and Gallagher-Iba
- The largest amount of scholarships was $5.3M in the class of 2021
- This year is the 123rd graduation ceremony
- The first graduating class occurred in 1901

D. **Board Communication**

E. **Board President Report on Board Member Appointments to the Following Committees or Assignments**

Legislative Liaison- Roberta Douglas, **Policy Review Committee**- Rachel Dillin and Gay Washington, **Safety Committee**- Tim Riley, **Finance Committee**- Gay Washington and Tim Riley, and **Executive Session Minutes Secretary**- Roberta Douglas.

F. **OSSBA Assemble Program Presentation**

G. **Public Comments** - *Patrons who wish to address the Board of Education shall be required to submit form BED-E prior to the start of the meeting*

- **Marilyn Brown** addressed the board concerning an employment matter.

- **John Chaffin** addressed the board concerning World Professional Association of Transgender Health.

4. **CONSENT AGENDA (Action)**

All of the following items, which concern reports and items of a routine nature normally approved at a board meeting, will be approved by one board vote, unless any board member desires to have a separate vote on any or all of these items. The consent agenda consists of the discussion, consideration, and approval of the following items:

Motion to approve Consent Agenda. This motion, made by Tim Riley and seconded by Roberta Douglas, Carried. Marshall Baker: Yea, Rachel Dillin: Yea, Roberta Douglas: Yea, Tim Riley: Yea, Gay Washington: Yea

A. **April 9, 2024, 5:00 p.m. Special Meeting Minutes**

B. **April 9, 2024, 6:30 p.m. Regular Meeting Minutes**

C. **Transfer and Summary of Activity Account Funds**

D. **Activity Account Fundraising Projects**

E. **Encumbrances and Accounts Payable** (approval of encumbrance numbers as listed):20241024-20241049, 20241051-20241063, 20241068-20241161
2023-2024 General Fund Encumbrances totaling $189,932.09
2023-2024 Child Nutrition Fund Encumbrances totaling $113,304.49
2023-2024 Bond 31 Fund (2017) Encumbrances totaling $557,395.88
2023-2024 Bond 32 Fund (2023) Encumbrances totaling $2,209,000.00
2023-2024 Sinking Fund Encumbrances totaling $11,833,538.75

F. **Change Orders** (approval of encumbrance numbers as listed):
2023-2024 General Fund Encumbrance Numbers: 20240158, 20240166, 20240167, 20240269, 20240356
2023-2024 Bond 31 Fund (2017) Encumbrance Numbers:20240200, 20240211, 20240229, 20240239
2023-2024 Bond 32 Fund (2023) Encumbrance Numbers: 20240803

G. **FY 2025 Temporary Appropriations in General Fund, Building Fund, and Child Nutrition Fund**

H. **Appointment and Bond Authorization for Tawni Hooten to Serve as Minutes Clerk for FY2023-2024**

I. **Out-of-State Travel Requests**, SHS Softball Traveling to St. Joseph, MO on August 22-25, 2024

J. **Change Order Number 02** for Stillwater Public Schools High School Parking Lot Lights Improvement Project.

K. **Change Order Number 02** for Stillwater Public Schools Richmond Elementary and Junior High School HVAC and Roof Improvement projects.

L. **Service Order No. 17** for SPS Bond 2023 High School Phase 1

M. **Nutrition Services Vendors/Distributors Purchasing Agreement for FY 2024-2025**
- Broad Line Food Distribution: USFoods/ Premier
- Dairy: Hiland Dairy for refrigerated milk, Gossner Foods for UHT milk.
- Produce: Go Fresh
- Pest Control: Bussell Pest Control

N. **Declare District Textbook Surplus**

O. **Educational Services FY2023-2024 Agreements**
1) Care Solace (Mental Health Provider)
2) Vero Fiber Networks, LLC. (Private Fiber WAN Master Service)

P. **FY 24 Assemble Service Agreement with OSSBA**

5. **BUSINESS/FINANCE**

A. **Consider and Vote to Approve Treasurer's Report** (Action)

Motion to Approve the Treasurer's Report for the April 30, 2024, which indicates monthly revenues of $5,109,546.41 and monthly expenditures of $4,810,362.51. General Fund monthly interest earnings is $138,779.95 and Bond Fund monthly interest earnings is $55,489.93.

This motion, made by Roberta Douglas and seconded by Rachel Dillin, Carried. Marshall Baker: Yea, Rachel Dillin: Yea, Roberta Douglas: Yea, Tim Riley: Yea, Gay Washington: Yea

B**. Receive Bond Expenditures and Revenues Report**

The monthly Bond Expenditures and Revenues Report for April 2024 provides an overview of the General Obligation Bond Issue approved on February 14, 2017 and the General Obligation Bond Issue approved on February 14, 2023. Warrants issued for the $74,000,000 bond issue (current proceeds of $74,000,000) equal $443,645.74 with total funds remaining of $7,022,252. Warrants issued for the $195,000,000 bond issue (current proceeds of $12,000,000) equal $486,178.94 with total funds remaining of $8,820,230. A copy of the report is included in the minutes file.

C. **Receive bids for the purchase of $13,000,000 Combined Purpose General Obligation Bonds, Series 2024 of the District and vote to award said Bonds to the lowest bidder complying with the Notice of Sale and Instructions to Bidders or to reject all bids**. **(Action)**

JERICAH DAWSON reported that bids were received until 11:00 a.m., Tuesday, May 14, 2024. Three bids were received. Robert W. Baird & Co., Inc. was recommended as lowest bidder with a True Interest Cost (TIC) of 3.389766%.

Motion to award bid for the purchase of $13,000,000 Combined Purpose General Obligation Bonds, Series 2024 to Robert W. Baird & Co., Inc. with a TIC of 3.389766%.
This motion, made by Tim Riley and seconded by Roberta Douglas, Carried. Marshall Baker: Yea, Rachel Dillin: Yea, Roberta Douglas: Yea, Tim Riley: Yea, Gay Washington: Yea

D. **Consider and take action with respect to a Resolution providing for the issuance of Combined Purpose General Obligation Bonds, Series 2024 in the sum of $13,000,000 by Independent School District Number 16 of Payne County, Oklahoma, authorized at an election duly called and held for such purpose; prescribing form of Bonds; providing for registration thereof; providing for levy of an annual tax for the payment of principal and interest on the same and fixing other details of the issue; approving the forms of a Continuing Disclosure Agreement and an Official Statement; and authorizing executions and actions necessary for the issuance and delivery of the Bonds. (Action)**

Motion to approve a resolution providing for the issuance of Combined Purpose General Obligation Bonds, Series 2024 in the sum of $13,000,000 by Independent School District #16 of Payne County, Oklahoma, authorized at an election duly called and held for such purpose; prescribing form of Bonds; providing for registration thereof; providing for levy of an annual tax for the payment of principal and interest on the same, and fixing other details of the issue; approving the forms of a Continuing Disclosure Agreement and an Official Statement; and authorizing Execution's and actions necessary for the issuance and delivery of the bonds.

This motion, made by Rachel Dillin and seconded by Tim Riley, Carried. Marshall Baker: Yea, Rachel Dillin: Yea, Roberta Douglas: Yea, Tim Riley: Yea, Gay Washington: Yea

6. **EDUCATIONAL SERVICES**

A. Care Solace Presentation

B. Vero WAN Presentation

7. **OPERATIONS**

A. **Receive Bond 2023 Update**

B. **Consider and Vote to Award Bids for the Stillwater Public Schools Bond 2023 OES Construction and Renovation Project to the Following Bidders: (Action)**

Description	Actual Bid	Bidder
DEMOLITION	$ 67,390	MIDWEST WRECKING
CAST-IN-PLACE	$ 48,750	GELINO CCC
POLISHED CONCRETE	$ 7,461	BRYAN'S FLOORING
MASONRY	$ 30,000	CIA MASONRY
STRUCTURAL & MISC STEEL	$ 7,940	LIPPERT BROS
MILLWORK /CASEWORK/ CNTRTOPS	$ 23,968	NEXSPACES
ROOF PATCH ALLOWANCE	$ 5,000	ALLOWANCE
FRAMES/DOORS/HARDWARE	$ 49,000	PIPER WEATHERFORD
DOORS & HARDWARE INSTALL	$ 20,000	LIPPERT BROS
ENTRANCES/ STOREFRONT, GLAZING	$ 13,500	LEE GLASS
GYPSUM BOARD ASSEMBLIES/ CEILING	$ 89,385	CORONA DRYWALL
PAINTING	$ 30,000	SILVA

TILING	$ 13,580	AKIN BROTHERS
FLOORING	$ 40,400	AKIN BROTHERS
FLOOR PREP ALLOWANCE	$ 5,000	ALLOWANCE
RESINOUS FLOORING	$ 34,602	BRYAN'S FLOORING
SPECIALTIES	$ 14,689	CZARNIECKI
SPECIALTIES INSTALL	$ 5,761	LIPPERT BROS
SIGNAGE ALLOWANCE	$ 5,000	ALLOWANCE
ROLLER WINDOW SHADES	$ 12,910	RUSSELL INTERIORS
FIRE PROTECTION	$ 36,900	KANSKE
TOTAL MECHANICAL	$125,000	STOLHAND WELLS
ELECTRICAL	$125,000	STOLHAND WELLS

Motion to award bids for the Stillwater Public Schools Bond 2023 OES Construction Renovation Project to the bidders listed on the agenda. This motion, made by Gay Washington and seconded by Rachel Dillin, Carried. Marshall Baker: Yea, Rachel Dillin: Yea, Roberta Douglas: Yea, Tim Riley: Yea, Gay Washington: Yea

C. **Consider and Vote to Accept Amendment 1 for the Guaranteed Maximum Price (GMP) Proposed by Lippert Bros., Inc. for the Stillwater Public Schools Bond 2023 OES Construction and Renovation Project.** (Action)

Motion to Accept Amendment 1 for the Guaranteed Maximum Price (GMP) proposed by Lippert Bros., Inc. for the SPS OES North and South Building Renovations.

This motion, made by Tim Riley and seconded by Roberta Douglas, Carried. Marshall Baker: Yea, Rachel Dillin: Yea, Roberta Douglas: Yea, Tim Riley: Yea, Gay Washington: Yea

D. **Consider and Vote to Assign bids to Lippert Bros., Inc., for the SPS Bond 2023 OES Construction and Renovation Contract.** (Action)

South Building Renovations were opened on April 30, 2024, at 2:00 p.m. With approval bids will be assigned to Lippert Bros., Inc. for the securing of the low bid contractors to complete the SPS OES North Building Renovations and SPS OES South Building Renovations. Bids for Stillwater Public Schools OES North Building Renovations and SPS OES

Motion to Assign Bids to Lippert Bros., Inc. for the SPS OES North and South Building Renovations. This motion, made by Rachel Dillin and seconded by Gay Washington, Carried. Marshall Baker: Yea, Rachel Dillin: Yea, Roberta Douglas: Yea, Tim Riley: Yea, Gay Washington: Yea

8. **OTHER REPORTS / RECOMMENDATIONS**

A. **Receive Policy First Reading:**

DE Salaries and Expenses
EMI Moment of Silence
EFEAA Artificial Intelligence Systems and Tools Use In the School District
EHBDBB Parental Involvement, Parent's Bill of Rights
FDAAA Electronic Signatures

FL Student Records

The district is in an ongoing process of updating policies and procedures in accordance with Oklahoma law and/or current practices. The Policy Review Committee met on Apr 23, 2024 to review policy revisions as recommended by the administration. Details regarding these policies are listed below.

DE –Salaries and Expenses

Policy DE outlines methods and procedures for employee compensation. This draft updates the language describing SPS methods for distributing paper payroll checks during summer hours. In addition, the language has been updated to clarify that federally funded compensation must also have federal and state withholdings, and we do so in a way that is consistent with federal payroll laws. (Source: Dr. Janet Vinson)

EMI – Moment of Silence

The language for this policy update was provided by OSSBA, and includes that all staff are expected to adhere to providing an opportunity for a moment of silence. It also provides legal support through the office of the Attorney General should anyone file a lawsuit against the district for providing the opportunity for a moment of silence. (Source: Dr. Janet Vinson)

EFEAA – Artificial Intelligence Systems and Tools Use In the School District

Artificial intelligence is changing business, workforce preparation, and education. OSSBA believes it is important for districts to have clear policies in place to ensure districts are embracing the potential of technological advances while ensuring responsible and ethical use of artificial intelligence tools by employees and students.

The proposed policy addresses student and employee use, data privacy and security, and the importance of considering AI within the context of high-quality education practices. (Source:OSSBA Newsletter)

EHBDBB - Parental Involvement, Parents' Bill of Rights

CUrrent policy language was unclear and incomplete in the need to provide health and hygiene presentations to elementary students. This edit clarifies that both 4th and 5th grade boys and girls will receive this information annually. (Source: Dr. Janet Vinson)

FDAAA –Electronic Signatures

This is a new policy provided by OSSBA that coincides with FL in the governance of the use of electronic signatures. The policy defines electronic signatures, the legal acceptable use of electronic signatures and how the district will use them. (Source: Dr. Janet Vinson)

FL – Student Records

FDAAA provides the legal grounds to use an electronic signature as a legal signature. We have been using online enrollment for several years, and the need for a policy that allows

electronic signatures as a legally binding signature for enrollment has been ongoing. (Source: Dr. Janet Vinson)

Motion to wave first reading and approve policy EHBDBB. This motion, made by Tim Riley and seconded by Gay Washington, Carried. Marshall Baker: Yea, Rachel Dillin: Yea, Roberta Douglas: Yea, Tim Riley: Yea, Gay Washington: Yea

9. **ADJOURNMENT**

A. Vote to Adjourn **(Action)**
Motion to adjourn at 9:01pm. This motion, made by Roberta Douglas and seconded by Rachel Dillin, Carried. Marshall Baker: Yea, Rachel Dillin: Yea, Roberta Douglas: Yea, Tim Riley: Yea, Gay Washington: Yea

STILLWATER BOARD OF EDUCATION

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Dr. Marshall Baker, President

STILLWATER BOARD OF EDUCATION

Tawni Hooten (SEAL)
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Tawni Hooten, Minutes Clerk

These minutes were officially approved by the Stillwater Board of Education on June 11, 2024.

Minutes of
Special Meeting
Tuesday, May 28, 2024
12:00 PM

Stillwater Public Schools Administration Building
314 S. Lewis
Stillwater, OK 74074

Attendance Taken at 12:00 PM.

Marshall Baker:	Present
Rachel Dillin:	Present
Roberta Douglas:	Absent
Tim Riley:	Absent
Gay Washington:	Present

1. Board of Education Call to Order and Roll Call at 12:00 P.M.

2. Proposed Executive Session to Discuss the Following:

A. Proposed executive session to discuss the employment of those employees listed on attached Exhibit A. 25 O.S. Section 307(B)(1)

B. Vote to Convene in Executive Session (Action)

Motion to convene into Executive Session at 12:01 p.m. This motion, made by Rachel Dillin and seconded by Gay Washington, Carried. Marshall Baker: Yes, Rachel Dillin: Yes, Gay Washington: Yes

C. President Baker Acknowledged the Return of the Board to Open Session at 12:21 p.m.

D. Statement of Executive Session Minutes

The following statement was provided by Dr. GAY WASHINGTON. The Executive Session convened at 12:01 p.m. The board returned to Open Session at 12:21 p.m. During the Executive Session the following people were present: Dr. Marshall Baker, Rachel Dillin, Dr. Gay Washington, Dr. Trent Swanson, and Uwe Gordon. In the Executive Session the Board discussed the appointments, resignations, and employment recommendations listed on Exhibit A of the agenda as authorized by OKLA. STAT. tit. 25 Section 307(B)(1). Nothing else was discussed in Executive Session. No votes were taken in the Executive Session. This will constitute the minutes of the Executive Session.

3. Consider and Vote to Approve Appointments, Resignations and Employment Recommendations Listed on Exhibit A of the Agenda. (Action)

Motion to approve Resignations and Employment Recommendations Listed on Exhibit A of the Agenda. This motion, made by Rachel Dillin and seconded by Gay Washington, Carried. Marshall Baker: Yes, Rachel Dillin: Yes, Gay Washington: Yes

4. Consider and Vote to Approve Encumbrances and Accounts Payable (approval of encumbrances numbers as listed:
Encumbrances Numbers #20241185-20241229
2023-2024 General Fund Encumbrances totaling $704,523.66
2023-2024 Child Nutition Fund Encumbrances totaling $3,677.92
2023-2024 Bond 31 Fund (2017) Encumbrances totaling $294,324.12
2023-2024 Bond 32 Fund (2023) Encumbrances totaling $93,700.00

I make a motion to approve encumbrances and accounts payable as listed on the agenda. This motion, made by Gay Washington and seconded by Rachel Dillin, Carried. Marshall Baker: Yes, Rachel Dillin: Yes, Gay Washington: Yes

5. Vote to adjourn (Action)

Motion to adjourn at 12:25 p.m. This motion, made by Rachel Dillin and seconded by Gay Washington, Carried. Marshall Baker: Yes, Rachel Dillin: Yes, Gay Washington: Yes

STILLWATER BOARD OF EDUCATION

_____
Dr. Marshall Baker, President

STILLWATER BOARD OF EDUCATION

(SEAL)

Tawni Hooten

_____
Tawni Hooten, Minutes Clerk

These minutes were officially approved by the Stillwater Board of Education on June 11, 2024.

STILLWATER PUBLIC SCHOOLS

STILLWATER BOARD OF EDUCATION

PREPARED BY: Michael Arnold, Chief Financial Officer
APPROVED BY: Uwe Gordon, Superintendent
DATE: June 11, 2024

AGENDA ITEM: 4D
Transfer and Summary of Activity Account Funds

BOARD ACTION REQUESTED:
Motion to Approve Transfer and Summary of Activity Account Funds as Reconciled

BACKGROUND INFORMATION:
The activity fund transfer report reflects requested transfers of funds between sub-accounts as indicated.

Also attached are New and Revised Annual Activity Fund Planning and Approval Packages (Policy CFB-E1). The reports requesting revisions were approved at a previous board meeting. Any changes in how funds are raised or expended needs board approval.

The attached summary of individual site activity fund accounts reveals the name of the itemized accounts, receipts, disbursements, adjustments, and balances of the accounts year-to-date. All accounts are reconciled with bank statements at the closing of each month..

General Ledger - Element Summary Report

Fiscal Year: 2023-2024 From Date:5/1/2024 To Date:5/31/2024

Account Mask: ???????????????????????????? Account Type: All

☐ Print accounts with zero balance ☐ Include Inactive Accounts ☐ Include PreEncumbrance

UNIT / PROJECT	Adjusted Budget	Range To Date	Year To Date	Encumbrance	Budget Balance
050 - DISTRICT WIDE					
800 - CLEARING/SWEEP	$0.00	($1,908.81)	($50,719.06)	$10.00	$50,709.06
807 - SPECIAL EVENTS	$0.00	$53.50	($6,927.98)	$750.00	$6,177.98
818 - PARA TESTING FEES	$0.00	$39.00	($186.00)	$461.00	($275.00)
828 - SPED	$0.00	$0.00	$369.74	$0.00	($369.74)
829 - TECHNOLOGY	$0.00	$0.00	($3,992.10)	$620.00	$3,372.10
836 - SUPPORT EMPLOYEE OF THE YEAR	$0.00	$0.00	($300.14)	$0.00	$300.14
838 - SUPERINTENDENT/BOE	$0.00	($1,600.21)	($7,703.78)	$2,127.00	$5,576.78
840 - OPEN DOORS (INTERNATIONAL FAMILIES PROGRAM)	$0.00	$0.00	($40.00)	$0.00	$40.00
841 - VIRTUAL ACADEMY ACTIVITY	$0.00	$0.00	$120.00	$0.00	($120.00)
842 - PUBLIC RELATIONS	$0.00	$0.00	($1,104.42)	$0.00	$1,104.42
854 - SPS STAFF WELLNESS	$0.00	$0.00	($17.52)	$0.00	$17.52
865 - CHROMEBOOK REPLACEMENT/REPAIR	$0.00	($660.00)	($71,179.65)	$0.00	$71,179.65
052 - FACILITIES					
843 - FACILITIES DEPARTMENT	$0.00	($320.00)	($4,075.93)	$725.00	$3,350.93
053 - CURRICULUM					
801 - STUDENT SUPPLIES	$0.00	$0.00	($162,892.26)	$350.00	$162,542.26
809 - TEXTBOOKS	$0.00	$0.00	($3,954.58)	$206.77	$3,747.81
828 - SPED	$0.00	$0.00	($22,759.86)	$1,904.81	$20,855.05
830 - PROFESSIONAL DEVELOPMENT	$0.00	$0.00	($7,789.90)	$3,074.35	$4,715.55
831 - PIONEER BOOK BUS	$0.00	$0.00	($1,892.70)	$1,100.00	$792.70
833 - AFTER SCHOOL PROGRAMS	$0.00	$0.00	($40,133.31)	$4,075.00	$36,058.31
834 - AFTER SCHOOL CHILDCARE	$0.00	$52,431.25	($371,031.66)	$8,612.14	$362,419.52
835 - TEACHER OF THE YEAR	$0.00	($344.21)	($1,847.45)	$1,403.80	$443.65
839 - SPEF	$0.00	$0.00	($6,964.09)	$1,384.30	$5,579.79
840 - OPEN DOORS (INTERNATIONAL FAMILIES PROGRAM)	$0.00	$0.00	($760.88)	$530.21	$230.67
845 - REFUGEE SCHOOL IMPACT (RSI)	$0.00	$0.00	($16,385.47)	$6,180.00	$10,205.47
859 - SUPPORT OF HOMELESS STUDENTS DONATION FUND	$0.00	$0.00	($8,642.41)	$6,280.00	$2,362.41
105 - HIGHLAND PARK ELEM					
801 - STUDENT SUPPLIES	$0.00	$5,501.56	($15,944.67)	$2,021.11	$13,923.56
803 - LIBRARY	$0.00	$3,402.05	($5,400.27)	$600.23	$4,800.04
806 - FACILITY RENTAL	$0.00	($105.00)	($4,988.17)	$0.00	$4,988.17
807 - SPECIAL EVENTS	$0.00	$592.05	($9,898.88)	$700.13	$9,198.75
820 - THANKS A LATTE CART	$0.00	($97.27)	($806.99)	$112.11	$694.88

General Ledger - Element Summary Report

Fiscal Year: 2023-2024 From Date:5/1/2024 To Date:5/31/2024

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UNIT / PROJECT	Adjusted Budget	Range To Date	Year To Date	Encumbrance	Budget Balance
839 - SPEF	$0.00	$4,947.87	($1,803.60)	$51.60	$1,752.00
876 - ART	$0.00	$0.00	($10.02)	$0.00	$10.02
937 - RUNNING CLUB	$0.00	$0.00	($296.50)	$0.00	$296.50
938 - SCIENCE CLUB	$0.00	$0.00	($3,748.79)	$0.00	$3,748.79
115 - SANGRE RIDGE ELEM					
801 - STUDENT SUPPLIES	$0.00	$0.00	($2,394.66)	$492.51	$1,902.15
802 - COURTESY/APPRECIATION FUND	$0.00	$0.00	($1,497.08)	$912.49	$584.59
803 - LIBRARY	$0.00	($160.00)	($4,980.00)	$305.87	$4,674.13
805 - SITE GENERAL ACTIVITY ACCOUNT	$0.00	($1,095.45)	($11,633.24)	$845.93	$10,787.31
839 - SPEF	$0.00	$0.00	($2,188.14)	$2,179.26	$8.88
850 - GRANT	$0.00	$0.00	($0.66)	$0.00	$0.66
120 - SKYLINE ELEM					
801 - STUDENT SUPPLIES	$0.00	$891.96	($10,049.01)	$1,035.00	$9,014.01
803 - LIBRARY	$0.00	($22.00)	($796.31)	$0.00	$796.31
806 - FACILITY RENTAL	$0.00	$0.00	($465.39)	$0.00	$465.39
807 - SPECIAL EVENTS	$0.00	($499.66)	($7,625.01)	$3,248.00	$4,377.01
823 - SAFETY/HEALTH INITIATIVES	$0.00	$0.00	($1,070.69)	$0.00	$1,070.69
839 - SPEF	$0.00	$1,005.58	($2,227.90)	$589.15	$1,638.75
851 - TEACHER GRANTS	$0.00	$381.94	($2,618.06)	$0.00	$2,618.06
876 - ART	$0.00	$0.00	($146.63)	$0.00	$146.63
895 - 5TH GRADE CLASS	$0.00	$0.00	($308.26)	$308.26	$0.00
918 - GARDEN CLUB	$0.00	$0.00	($273.46)	$0.00	$273.46
125 - WESTWOOD ELEM					
801 - STUDENT SUPPLIES	$0.00	($200.00)	($5,870.68)	$3,703.59	$2,167.09
803 - LIBRARY	$0.00	($97.82)	($14,977.82)	$10,800.00	$4,177.82
806 - FACILITY RENTAL	$0.00	$0.00	($52.22)	$0.00	$52.22
807 - SPECIAL EVENTS	$0.00	($894.71)	($18,564.63)	$6,734.50	$11,830.13
839 - SPEF	$0.00	$0.00	($834.97)	$821.86	$13.11
856 - DONATIONS	$0.00	$0.00	($2,100.30)	$0.00	$2,100.30
857 - PTA DONATIONS	$0.00	$0.00	($5,212.58)	$500.00	$4,712.58
130 - WILL ROGERS ELEM					
801 - STUDENT SUPPLIES	$0.00	$270.68	($4,502.96)	$50.00	$4,452.96
803 - LIBRARY	$0.00	$949.18	($4,702.11)	$354.01	$4,348.10
806 - FACILITY RENTAL	$0.00	($1,490.88)	($18,790.69)	$1,971.06	$16,819.63
807 - SPECIAL EVENTS	$0.00	$248.00	($8,931.68)	$420.00	$8,511.68

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UNIT / PROJECT	Adjusted Budget	Range To Date	Year To Date	Encumbrance	Budget Balance
811 - CULTURAL NIGHTS	$0.00	$0.00	($59.45)	$0.00	$59.45
839 - SPEF	$0.00	$7,126.52	($793.39)	$681.39	$112.00
937 - RUNNING CLUB	$0.00	$0.00	($147.37)	$0.00	$147.37
135 - RICHMOND ELEM					
801 - STUDENT SUPPLIES	$0.00	$0.00	($947.94)	$0.00	$947.94
803 - LIBRARY	$0.00	($86.26)	($1,202.20)	$0.00	$1,202.20
805 - SITE GENERAL ACTIVITY ACCOUNT	$0.00	($333.34)	($12,351.97)	$519.12	$11,832.85
806 - FACILITY RENTAL	$0.00	$441.28	($1,440.80)	$111.95	$1,328.85
839 - SPEF	$0.00	$123.55	($632.72)	$4.39	$628.33
505 - MIDDLE SCHOOL					
802 - COURTESY/APPRECIATION FUND	$0.00	$0.00	($161.11)	$131.99	$29.12
803 - LIBRARY	$0.00	($58.04)	($304.39)	$0.00	$304.39
804 - GUIDANCE	$0.00	$0.00	($14.79)	$0.00	$14.79
806 - FACILITY RENTAL	$0.00	($724.87)	($4,359.27)	$283.58	$4,075.69
807 - SPECIAL EVENTS	$0.00	$125.94	($2,612.67)	$1,326.98	$1,285.69
839 - SPEF	$0.00	$3,561.88	($5,199.02)	$3,951.77	$1,247.25
904 - ART CLUB	$0.00	$0.00	($1,692.53)	$0.00	$1,692.53
932 - ROBOTICS	$0.00	($325.00)	($8,614.04)	$9,035.93	($421.89)
941 - SMS SINGERS	$0.00	$120.00	($10,621.89)	$1,403.00	$9,218.89
946 - STUDENT COUNCIL	$0.00	$0.00	($3,612.20)	$480.00	$3,132.20
947 - TECHNOLOGY STUDENT ASSOCIATION	$0.00	($975.00)	($1,740.35)	$1,254.67	$485.68
949 - VOCAL MUSIC	$0.00	$1,762.37	($11,337.92)	$1,252.37	$10,085.55
951 - YEARBOOK	$0.00	($2,225.00)	($6,729.47)	$0.00	$6,729.47
956 - ARTISANS TEAM	$0.00	($18.00)	($526.04)	$0.00	$526.04
958 - TITANS TEAM	$0.00	$0.00	($423.86)	$0.00	$423.86
959 - SYNERGY TEAM	$0.00	$0.00	($1,409.43)	$0.00	$1,409.43
610 - JUNIOR HIGH SCHOOL					
802 - COURTESY/APPRECIATION FUND	$0.00	($1,030.00)	($1,582.32)	$480.00	$1,102.32
803 - LIBRARY	$0.00	($311.98)	($2,273.52)	$1,480.20	$793.32
805 - SITE GENERAL ACTIVITY ACCOUNT	$0.00	($718.15)	($8,001.82)	$3,480.53	$4,521.29
806 - FACILITY RENTAL	$0.00	$0.00	($6,998.40)	$6,088.50	$909.90
808 - SUMMER SCHOOL	$0.00	$0.00	($300.66)	$0.00	$300.66
813 - LOCKER	$0.00	$0.00	($36.94)	$0.00	$36.94
839 - SPEF	$0.00	$0.00	($5,375.95)	$5,651.57	($275.62)
876 - ART	$0.00	$0.00	($3,865.93)	$3,254.77	$611.16

General Ledger - Element Summary Report

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UNIT / PROJECT	Adjusted Budget	Range To Date	Year To Date	Encumbrance	Budget Balance
877 - LANGUAGE ARTS	$0.00	$0.00	($755.40)	$0.00	$755.40
880 - SCIENCE	$0.00	$0.00	($920.90)	$355.10	$565.80
883 - SPEECH	$0.00	($3,214.01)	($7,554.95)	$1,857.80	$5,697.15
884 - SOCIAL STUDIES	$0.00	$0.00	($366.74)	$0.00	$366.74
904 - ART CLUB	$0.00	$0.00	($254.18)	$228.00	$26.18
907 - BETA CLUB	$0.00	$0.00	($4,404.08)	$3,300.00	$1,104.08
909 - BUSINESS PROF OF AMERICA	$0.00	$80.00	($209.40)	$0.00	$209.40
915 - FCCLA	$0.00	$0.00	($877.13)	$360.00	$517.13
932 - ROBOTICS	$0.00	($1,923.00)	($8,552.02)	$4,534.35	$4,017.67
934 - PIONEER PEER PARTNERS	$0.00	($80.95)	($665.69)	$0.00	$665.69
936 - PROJECT LEAD THE WAY	$0.00	$0.00	($2,450.13)	$0.00	$2,450.13
939 - FACS	$0.00	$0.00	($254.80)	$0.00	$254.80
946 - STUDENT COUNCIL	$0.00	$475.01	($2,339.44)	$965.33	$1,374.11
947 - TECHNOLOGY STUDENT ASSOCIATION	$0.00	$750.00	($2,137.63)	$1,200.00	$937.63
949 - VOCAL MUSIC	$0.00	$6,188.80	($2,104.41)	$2,629.75	($525.34)
951 - YEARBOOK	$0.00	($2,550.00)	($9,006.00)	$5,000.00	$4,006.00
970 - ALL SPORTS	$0.00	($2,605.00)	($44,032.22)	$3,557.00	$40,475.22
976 - CHEERLEADERS	$0.00	($4,194.50)	($7,878.00)	$3,709.00	$4,169.00
981 - POM	$0.00	($5,737.00)	($7,414.46)	$90.00	$7,324.46
700 - LINCOLN ACADEMY					
805 - SITE GENERAL ACTIVITY ACCOUNT	$0.00	$116.81	($546.06)	$284.20	$261.86
832 - GRADY LAMBERT MEMORIAL LIBRARY	$0.00	($5,350.00)	($5,350.00)	$0.00	$5,350.00
839 - SPEF	$0.00	$1,817.37	($1,537.18)	$40.97	$1,496.21
850 - GRANT	$0.00	$0.00	($352.57)	$0.00	$352.57
858 - FRIENDS OF LINCOLN	$0.00	($456.74)	($1,518.41)	$146.77	$1,371.64
702 - VIRTUAL ACADEMY					
841 - VIRTUAL ACADEMY ACTIVITY	$0.00	$0.00	($551.60)	$228.07	$323.53
705 - HIGH SCHOOL					
802 - COURTESY/APPRECIATION FUND	$0.00	$0.00	($752.50)	$0.00	$752.50
803 - LIBRARY	$0.00	($146.90)	($264.02)	$15.95	$248.07
805 - SITE GENERAL ACTIVITY ACCOUNT	$0.00	($243.68)	($1,247.06)	$61.88	$1,185.18
812 - PARKING FEES	$0.00	$1,967.94	($4,862.07)	$390.40	$4,471.67
815 - AGENDAS	$0.00	$0.00	($38.92)	$0.00	$38.92
816 - PIONEER PANTRY	$0.00	$0.00	($41,233.47)	$0.00	$41,233.47
817 - PAC	$0.00	($1,527.50)	($58,752.47)	$2,764.91	$55,987.56

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839 - SPEF	$0.00	$3,997.60	($1,187.52)	$176.28	$1,011.24
860 - CLASS OF 1963	$0.00	$0.00	($1,853.00)	$0.00	$1,853.00
874 - ADVANCED ART	$0.00	($30.00)	($1,467.29)	$0.00	$1,467.29
876 - ART	$0.00	$422.60	($449.93)	$0.00	$449.93
878 - POTTERY	$0.00	$542.46	($1,950.41)	$0.00	$1,950.41
885 - INSTRUCTIONAL	$0.00	($5.00)	($32,302.63)	$13,414.00	$18,888.63
901 - ACADEMIC TEAM	$0.00	($400.00)	($2,267.68)	$1,221.00	$1,046.68
903 - AFRICAN AMERICAN STUDENT ASSOC.	$0.00	$0.00	($477.59)	$0.00	$477.59
904 - ART CLUB	$0.00	$0.00	($958.70)	$0.00	$958.70
905 - BAND	$0.00	$16,456.74	($106,218.17)	$5,400.00	$100,818.17
906 - BEST BUDDIES	$0.00	$606.00	($2,349.82)	$101.25	$2,248.57
907 - BETA CLUB	$0.00	$0.00	($5,766.29)	$825.00	$4,941.29
909 - BUSINESS PROF OF AMERICA	$0.00	$0.00	($50.00)	$0.00	$50.00
912 - DISC GOLF & ULTIMATE CLUB	$0.00	$108.41	($626.34)	$0.00	$626.34
915 - FCCLA	$0.00	$0.00	($1,608.42)	$334.37	$1,274.05
916 - FFA	$0.00	($1,293.04)	($41,418.02)	$14,100.27	$27,317.75
917 - FRENCH CLUB	$0.00	$0.00	($165.36)	$0.00	$165.36
924 - KEY CLUB	$0.00	$0.00	($113.22)	$53.60	$59.62
925 - MOCK TRIAL	$0.00	$0.00	($572.21)	$0.00	$572.21
926 - MU ALPHA THETA	$0.00	$0.00	($1,125.48)	$0.00	$1,125.48
927 - NATIONAL HONOR SOCIETY	$0.00	$816.75	($9,004.02)	$0.00	$9,004.02
930 - ORCHESTRA	$0.00	$15,352.00	($56,142.59)	$25,000.00	$31,142.59
931 - ORCHESTRA BOOSTER CLUB	$0.00	$0.00	($1,882.35)	$0.00	$1,882.35
933 - PINK OUT WEEK	$0.00	$0.00	($136.50)	$0.00	$136.50
938 - SCIENCE CLUB	$0.00	$0.00	($232.00)	$0.00	$232.00
940 - SIGN LANGUAGE CLUB	$0.00	$0.00	($179.54)	$0.00	$179.54
942 - SPANISH CLUB	$0.00	$0.00	($1.58)	$0.00	$1.58
943 - SPANISH NATIONAL HONOR SOCIETY	$0.00	$0.00	($858.02)	$0.00	$858.02
944 - SPECIAL EDUCATION TRANSITION	$0.00	($1,333.90)	($11,535.97)	$4,437.86	$7,098.11
945 - STILLWATER MAKES A CHANGE	$0.00	$52,000.00	($4,144.01)	$183.00	$3,961.01
946 - STUDENT COUNCIL	$0.00	$60.00	($15,199.71)	$6,224.95	$8,974.76
947 - TECHNOLOGY STUDENT ASSOCIATION	$0.00	$710.00	($52.00)	$0.00	$52.00
948 - THEATER PERFORMANCE	$0.00	($14,253.78)	($77,805.38)	$8,788.11	$69,017.27
949 - VOCAL MUSIC	$0.00	$2,688.50	($25,646.83)	$1,050.00	$24,596.83
951 - YEARBOOK	$0.00	$0.00	($23,323.75)	$6,371.25	$16,952.50

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952 - YOUNG DEMOCRATS CLUB	$0.00	$0.00	($270.22)	$0.00	$270.22
953 - YOUTH & GOVERNMENT	$0.00	$0.00	($534.49)	$0.00	$534.49
960 - SOPHOMORE CLASS	$0.00	$0.00	($2,123.09)	$0.00	$2,123.09
961 - JUNIOR CLASS	$0.00	$2,870.51	($19,344.86)	$4,374.95	$14,969.91
962 - SENIOR CLASS	$0.00	($200.00)	($7,699.35)	$3,004.22	$4,695.13
964 - ESPORTS CLUB	$0.00	$0.00	($773.84)	$0.00	$773.84
965 - GENDER & SEXUALITY ALLIANCE (GSA)	$0.00	$130.00	($251.53)	$70.00	$181.53
970 - ALL SPORTS	$0.00	$17,538.38	($184,535.32)	$30,112.89	$154,422.43
971 - STADIUM CONCESSIONS	$0.00	($2,566.70)	($46,332.41)	$1,000.00	$45,332.41
972 - STATE PLAYOFFS	$0.00	($4,600.00)	($24,000.50)	$8,781.00	$15,219.50
973 - BASEBALL	$0.00	$0.00	($0.26)	$0.00	$0.26
974 - BASKETBALL (BOYS)	$0.00	$0.00	($1,129.00)	$0.00	$1,129.00
975 - BASKETBALL (GIRLS)	$0.00	$0.00	($123.55)	$0.00	$123.55
976 - CHEERLEADERS	$0.00	$0.00	($297.02)	$0.00	$297.02
977 - CROSS COUNTRY	$0.00	$0.00	($7,629.99)	$0.00	$7,629.99
978 - FOOTBALL	$0.00	$6,070.00	($6,612.23)	$1,000.00	$5,612.23
979 - GOLF (BOYS)	$0.00	$0.00	($225.91)	$0.00	$225.91
980 - GOLF (GIRLS)	$0.00	($1,468.00)	($3,032.27)	$0.00	$3,032.27
981 - POM	$0.00	$251.18	$0.00	$0.00	$0.00
982 - SOCCER (BOYS)	$0.00	$0.00	($7.70)	$0.00	$7.70
983 - SOCCER (GIRLS)	$0.00	$0.00	($433.13)	$0.00	$433.13
984 - SWIMMING	$0.00	$275.00	($1,579.60)	$0.00	$1,579.60
985 - TENNIS (BOYS)	$0.00	$0.00	($1,875.78)	$0.00	$1,875.78
986 - TENNIS (GIRLS)	$0.00	$0.00	($2,085.00)	$0.00	$2,085.00
987 - TRACK (BOYS)	$0.00	$0.00	($2,673.00)	$0.00	$2,673.00
988 - TRACK (GIRLS)	$0.00	$0.00	($2,768.00)	$0.00	$2,768.00
989 - VOLLEYBALL	$0.00	$0.00	($516.50)	$0.00	$516.50
990 - WRESTLING	$0.00	$0.00	($119.10)	$0.00	$119.10
991 - SOFTBALL	$0.00	$0.00	($163.30)	$0.00	$163.30
995 - PIONEER PLAY DAY	$0.00	($5,000.00)	($140,328.00)	$0.00	$140,328.00
996 - L. ALLRED GOLF SCHOLARSHIP	$0.00	$0.00	($21,500.00)	$0.00	$21,500.00
997 - W. WELCH WRESTLING SCHOLARSHIP	$0.00	$0.00	($2,645.00)	$0.00	$2,645.00
998 - RAYMOND ESTES SCHOLARSHIP	$0.00	$0.00	($5,895.60)	$0.00	$5,895.60
999 - MATT FOSTER MEMORIAL	$0.00	$0.00	($830.00)	$0.00	$830.00
715 - TRANSPORTATION					

General Ledger - Element Summary Report

Fiscal Year: 2023-2024 From Date:5/1/2024 To Date:5/31/2024

Account Mask: ???????????????????????????? Account Type: All

☐ Print accounts with zero balance ☐ Include Inactive Accounts ☐ Include PreEncumbrance

UNIT / PROJECT	Adjusted Budget	Range To Date	Year To Date	Encumbrance	Budget Balance
807 - SPECIAL EVENTS	$0.00	$134.00	($17,839.27)	$1,150.00	$16,689.27
Grand Total:	$0.00	$140,920.86	($2,226,325.86)	$288,317.24	$1,938,008.62

End of Report

Transfer Requests

Request for Transfer of Funds between Activity Accounts

Date: 05/29/2024 **School:** High School

Name of Requestor/Sponsor: Krissi Morton

Signature of Requestor/Sponsor: Krissi Morton

Approval of Supervisor/Principal : Walter Howell

961 - HS Junior Class	812 - HS Parking
Move from Paying Account Name & No	**Move to Receiving Account Name & No**

Amount to be transferred: 7,000.00

Reason for Moving funds:

Due to the overwhelming attendance of the 2024 Prom, the Junior Class decided to gift $7,000 to the HS Parking account to be used for school improvements at the discretion of Mr. Howell. This will still allow the Jr Class to roll over almost $5,000 to use during their Senior year at SHS.

TO BE COMPLETED BY DISTRICT ACTIVITY FUND CLERK

Date Approved by Board of Education: _____

Keep for Audit Records

Casson, Audra <acasson@stillwaterschools.com>

961 - Jr Class Activity Fund packet

Morton, Krissi <kmorton@stillwaterschools.com> Tue, May 28, 2024 at 10:15 AM
To: "Casson, Audra" <acasson@stillwaterschools.com>
Cc: "Hayes, Johnna" <jhayes@stillwaterschools.com>, "Howell, Walter" <whowell@stillwaterschools.com>

Sorry for the delay. We have been waiting to hear back from our officers on their hopes for the remaining funds. They would like to do the following:

- Transfer $2000 to next year's junior class
- Earmark (not sure how this part works) $7000 to be used for school improvements (ie golf cart, if that's the direction Mr. Howell still would like to go)
- The remaining they would like to have follow them to their senior year with hopes of planning something with it.

I've attached the packet with what you had entered but if we need to make edits because of everything listed above, just let me know. Thanks Audra!

Thank you,

Krissi Morton
School Counselor
Last Names A-D
Office: (405) 707-5172
Fax: (405) 533-6428
kmorton@stillwaterschools.com

This email is not monitored after 4:15pm on M-F, or on weekends, holidays or non student days. If you are experiencing a mental health emergency, please call the National Suicide Prevention Lifeline (800-273-8255), dial 911, or go to the nearest emergency room for immediate assistance.

[Quoted text hidden]

2 attachments

24-25 Jr Class Activity Fund Packet.pdf
134K

24-25 Jr Class Activity Fund Packet.pdf
134K

Request for Transfer of Funds between Activity Accounts

Date: 05/21/2024 **School:** High School

Name of Requestor/Sponsor: Joyce DeGroot

Signature of Requestor/Sponsor: Joyce DeGroot

Approval of Supervisor/Principal : Walter R. Howell IV

943 - Spanish Honor Society	942 - Spanish Club
Move from Paying Account Name & No	**Move to Receiving Account Name & No**

Amount to be transferred: 858.02

Reason for Moving funds:

The Spanish National Honor Society has been inactive for 2+ years due to lack of student interest. However, there is growing student interest in the Spanish Club that was reactivated this year under Mrs. Joyce DeGroot. We request that the funds from the Spanish National Honor Society be transferred to the 942 - Spanish Club to allow this group to have enough funds to begin the 2024-2025 school year and draw more interest.

TO BE COMPLETED BY DISTRICT ACTIVITY FUND CLERK

Date Approved by Board of Education: _____

Keep for Audit Records

Stillwater School District 16

Budget Control Group Report

Fiscal Year: 2023-2024

DAC: HIGH SCHOOL - ACTIVITY FUND

Budget Control Group: 705-943-SPANISH NATIONAL HONOR SOCIETY

☐ Show Account Detail

☐ ShowTransaction Detail ☐ ShowEncumbrance ☐ Include Pre Encumbrance

Range Dates: _____ - _____

☐ Page Break on Budget Control Group

Account	FTE	Budget Amt	YTD Trans	Balance	Encumbrance	Budget Bal.
Control Group: 705-943-SPANISH NATIONAL HONOR SOCIETY						
705-943-SPANISH NATIONAL HONOR SOCIETY Sub Total:		0.00	-$858.02	$858.02	$0.00	858.02

End of Report

Request for Transfer of Funds between Activity Accounts

Date: 05/29/024 **School:** High School

Name of Requestor/Sponsor: Misty Horne

Signature of Requestor/Sponsor: Misty Horne

Approval of Supervisor/Principal : Walter Howell

815 - HS Agendas	816 - HS Pioneer Pantry
Move from Paying Account Name & No	**Move to Receiving Account Name & No**

Amount to be transferred: 38.92

Reason for Moving funds:

Transferring the online Paypal donation deposited into 815-Agenda account on 06/30/2022 as this account is not used at the HS level. Determined that this was likely a keying error and should have gone to 816-HS Pioneer Pantry.

TO BE COMPLETED BY DISTRICT ACTIVITY FUND CLERK

Date Approved by Board of Education: _____

Keep for Audit Records

Stillwater Public Schools

Receipt Plain Paper

Fund	Date	Number	Amount
60 SCHOOL ACTIVITY FUND	6/30/2022	1468	$67.08

Received From: PAYPAL - Receipt #261730

Year	Fund	Type	Number	Receipt	Project	Program	Unit	Amount
2022	60	AR	1971	1468	815	900	705	$38.92
2022	60	AR	1972	1468	816	900	705	$28.16

PAYING SITE	PAYING ACCOUNT	RECEIVING SITE	RECEIVING ACCOUNT	REASON FOR TRANSFER	AMOUNT
705 - HS	961 - HS Junior Class	705- High School	812 - HS Parking	Due to Overwhelming attendence of the 2024 Prom, the junior class decided to gift the money to the HS Parking account to be used for school improvements at the discretion of Mr. Howell.	$7,000.00
705 - High School	943 - Spanish Honor Society	705 - High School	942 - Spanish Club	Growing student interest that was reactivated this year. This will allow the group to have enough funds to begin the 2024 -2025 school year to draw more interest.	$858.02
705 - High School	815 - HS Agendas	705 - High School	816 - HS Pioneer Pantry	Transferring the online paypal donation deposited into 815 - Agenda account, this account is not used at the HS level. Determined that this was likely a keying error.	$38.92

STILLWATER PUBLIC SCHOOLS

STILLWATER BOARD OF EDUCATION

PREPARED BY: Michael Arnold, Chief Financial Officer
APPROVED BY: Uwe Gordon, Superintendent
DATE: June 11, 2024

AGENDA ITEM: 4E
Activity Account Fundraising Projects

BOARD ACTION REQUESTED:
Motion to Approve the Activity Account Fundraising Projects as Presented

BACKGROUND INFORMATION:
The attached list indicates the status and results of current fundraisers approved by the Board of Education.

No fundraising request for June 2024.

STILLWATER PUBLIC SCHOOLS

STILLWATER BOARD OF EDUCATION

PREPARED BY: Michael Arnold, Chief Financial Officer
APPROVED BY: Uwe Gordon, Superintendent
DATE: June 11, 2024

AGENDA ITEM: 4F
Encumbrances and Accounts Payable

BOARD ACTION REQUESTED:
Consider and Vote to approve Encumbrance Clerk's report as of May 31, 2024

BACKGROUND INFORMATION:
This monthly report is highlighting activity thru May 31, 2024.

PO Board Report Fund Totals

Fiscal Year: 2023-2024

From Date: 5/29/2024 12:00:00 AM To Date: 6/11/2024 12:00:00 AM Threshold 1

Fund	Description	Amount
11	GENERAL FUND	92,609.16
22	CHILD NUTRITION PROGRAMS FUND	319,980.12
31	BOND FUND (2017)	1,395,182.16
32	BOND FUND (2023)	2,913,778.18
	Total Amount	4,721,549.62

End of Report

PO Board Report Over Threshold

Fiscal Year: 2023-2024

From Date: 5/29/2024 12:00:00 AM To Date: 6/11/2024 12:00:00 AM Threshold 1

PO Number	Vendor	Description	For	Amount
20240150	ROSENSTEIN FIST & RINGOLD, INC.	JUNE 11, 2024 CHANGE ORDER - INCREASE FUNDS BY $15000.00	11-GENERAL	32,150.00
20240262	GRIMSLEY'S INC.	JUNE 11, 2024 CHANGE ORDER - INCREASE FUNDS BY $3000.00	11-GENERAL	14,046.57
20240783	JOURNEY HOUSE TRAVEL SERVICE INC	JUNE 11, 2024 CHANGE ORDER - INCREASE FUNDS BY $121.20	11-GENERAL	570.20
20240803	AMERICAN ROOFING & CONSTRUCTION, LLC	JUNE 11, 2024 CHANGE ORDER - INCREASE FUNDS BY $54,778.18 JR HIGH ROOF PROJECT	32-BOND	2,213,778.18
20240977	CURTIS RESTAURANT SUPPLY	JUNE 11, 2024 CHANGE ORDER - INCREASE FUNDS BY $115,871.72 WAREHOUSE COOLER/FREEZER	22-CHILD NUTRITION	319,980.12
20241001	LIPPERT BROS., INC	JUNE 11, 2024 CHANGE ORDER - INCREASE FUNDS BY $78000.00 OES RENOVATION	31-BOND	1,778,000.00
20241002	U-HAUL INTERNATIONAL INC	JUNE 11, 2024 CHANGE ORDER - INCREASE FUNDES BY $333.67	11-GENERAL	1,150.14
20241134	KELCO PLUMBING	JUNE 11, 2024 CHANGE ORDER - INCREASE FUNDS BY $75.00 EMERGENCY PLUMBING REPAIRS	31-BOND	275.00
20241187	COUNCIL OF ADM OF SPECIAL EDUCATION	JUNE 11, 2024 CHANGE ORDER - INCREASE FUNDS BY $181.81 CONFERENCE REGISTRATION ALT PAY ARVEST	11-GENERAL	700.00
20241230	SPORTS UNLIMITED	GYM FLOOR REFINISH	11-GENERAL	11,760.00
20241231	PROVANTAGE SUPERSTORE	WALL BRACKET	31-BOND	518.00
20241232	CDW GOVERNMENT	WIRELESS ACCESS POINTS	31-BOND	17,527.77
20241233	PROVANTAGE SUPERSTORE	BATTERY	31-BOND	786.90
20241234	Amazon Capital Services	LAPTOP STAND/DOCKING STATION	31-BOND	197.66
20241235	BRETT MCKEE DEVELOPMENT INC	RICHMOND BATHROOM REPAIRS	31-BOND	3,114.23
20241236	GRIMSLEY'S INC.	FLOOR PADS	11-GENERAL	1,694.57
20241237	UNISOFT INTERNATIONAL, INC	MAINTENANCE CONTRACT	31-BOND	1,749.00
20241238	CAROLINA BIOLOGICAL SUPPLY	SCIENCE CURRICULUM	11-GENERAL	599.04
20241239	WALMART LOCAL	SCIENCE CURRICULUM	11-GENERAL	340.63

PO Board Report Over Threshold

Fiscal Year: 2023-2024

From Date: 5/29/2024 12:00:00 AM To Date: 6/11/2024 12:00:00 AM Threshold 1

PO Number	Vendor	Description	For	Amount
20241240	HOBBY LOBBY	SCIENCE CURRICULUM	11-GENERAL	100.00
20241241	CITY OF STILLWATER	BULB DISPOSAL	31-BOND	300.00
20241242	HUNZICKER BROTHERS INC	HS GYM LIGHTS	31-BOND	11,520.00
20241243	INTEGRATED REGISTER SYSTEMS, INC	RECEIPT PRINTERS	11-GENERAL	7,681.25
20241244	PERKINS, MEGAN E	MILEAGE	11-GENERAL	697.07
20241245	BOVENSCHEN, TRICIA A	MILEAGE	11-GENERAL	497.81
20241246	ROBINSON, KENNETH G	MILEAGE	11-GENERAL	342.97
20241247	RIVERSIDE ASSESSMENTS, LLC	COGNITIVE ABILITIES TEST	11-GENERAL	310.05
20241248	OKLAHOMA STATE UNIVERSITY	REGISTRATION	11-GENERAL	882.00
20241249	GRIMSLEY'S INC.	EQUIPMENT RENTAL	31-BOND	500.00
20241250	PROJECT LEAD THE WAY, INC.	PROJECT LEAD THE WAY	11-GENERAL	950.00
20241251	BRADEN COOPER	OES OVERHEAD DOOR	31-BOND	3,940.00
20241252	B & C BUSINESS PRODUCTS	DESK UNIT	31-BOND	586.20
20241253	B & C BUSINESS PRODUCTS	DESK UNIT	31-BOND	463.12
20241254	LEE GLASS & WINDOW, LLC	DOOR PARTS AND REPAIRS	31-BOND	2,061.56
20241255	GRIMSLEY'S INC.	FLOOR SCRUBBER PADS	11-GENERAL	73.86
20241256	CHASE MOBUS	BOARD MEETING SECURITY	11-GENERAL	150.00
20241257	SWANSON, TRENT J	CONFERENCE TRAVEL	11-GENERAL	150.00
20241259	BADGEPASS	PRINTER RIBBON FOR BADGE MACHINE	11-GENERAL	614.00
20241260	CHARLES E RIVAS	BOARD MEETING SECURITY	11-GENERAL	150.00
20241261	VSC FIRE & SECURITY INC	DISTRICT EMPLOYEE BADGES	11-GENERAL	3,599.00
20241262	BACKBLAZE INC	ONLINE BACKUP	31-BOND	990.00
20241263	Amazon Capital Services	REMOTE HOLDER FOR APPLE TV	31-BOND	139.20
20241264	INTRADO INTERACTIVE SERVICES CORP.	SCHOOL MESSENGER	31-BOND	11,974.61

PO Board Report Over Threshold

Fiscal Year: 2023-2024

From Date: 5/29/2024 12:00:00 AM To Date: 6/11/2024 12:00:00 AM Threshold 1

PO Number	Vendor	Description	For	Amount
20241265	CDW GOVERNMENT	WIRELESS ACCESS POINT	31-BOND	702.15
20241266	INFINITE CAMPUS, INC	CAMPUS STUDENT PASS MODULE	11-GENERAL	12,340.00
20241267	LAMBERT CONSTRUCTION COMPANY	HAMILTON LOCKER ROOM RENOVATION	31-BOND	250,000.00
20241268	B & C BUSINESS PRODUCTS	BOARD ROOM TABLE REPLACEMENT	31-BOND	9,836.76
20241269	OSSBA	ASSEMBLE BOARD SOLUTION	11-GENERAL	1,000.00
20241270	OSSBA	REGISTRATION	11-GENERAL	60.00

Total POs: 49 Total Amount 4,721,549.62

End of Report

STILLWATER PUBLIC SCHOOLS

STILLWATER BOARD OF EDUCATION

PREPARED BY: Michael Arnold, Chief Financial Officer
APPROVED BY: Uwe Gordon, Superintendent
DATE: June 11, 2024

AGENDA ITEM: 4G
Change Orders

BOARD ACTION REQUESTED:
Consider and Vote to approve Change Orders as of May 31, 2024

BACKGROUND INFORMATION:
This monthly report is highlighting changes to existing Purchase Orders thru May 31, 2024.

May 2024 – Change Orders

Stillwater School District 16

PO Board Report Over Threshold

Fiscal Year: 2023-2024

From Date: 5/29/2024 12:00:00 AM **To Date:** 6/11/2024 12:00:00 AM **Threshold** 1

PO Number	Vendor	Description	For	Amount
20240150	ROSENSTEIN FIST & RINGOLD, INC.	JUNE 11, 2024 CHANGE ORDER - INCREASE FUNDS BY $15000.00	11-GENERAL	32,150.00
20240262	GRIMSLEY'S INC.	JUNE 11, 2024 CHANGE ORDER - INCREASE FUNDS BY $3000.00	11-GENERAL	14,046.57
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20240977	CURTIS RESTAURANT SUPPLY	JUNE 11, 2024 CHANGE ORDER - INCREASE FUNDS BY $115,871.72 WAREHOUSE COOLER/FREEZER	22-CHILD NUTRITION	319,980.12
20241001	LIPPERT BROS., INC	JUNE 11, 2024 CHANGE ORDER - INCREASE FUNDS BY $78000.00 OES RENOVATION	31-BOND	1,778,000.00
20241002	U-HAUL INTERNATIONAL INC	JUNE 11, 2024 CHANGE ORDER - INCREASE FUNDES BY $333.67	11-GENERAL	1,150.14
20241134	KELCO PLUMBING	JUNE 11, 2024 CHANGE ORDER - INCREASE FUNDS BY $75.00 EMERGENCY PLUMBING REPAIRS	31-BOND	275.00
20241187	COUNCIL OF ADM OF SPECIAL EDUCATION	JUNE 11, 2024 CHANGE ORDER - INCREASE FUNDS BY $181.81 CONFERENCE REGISTRATION ALT PAY ARVEST	11-GENERAL	700.00

STILLWATER PUBLIC SCHOOLS

STILLWATER BOARD OF EDUCATION

PREPARED BY: Uwe Gordon, Superintendent
APPROVED BY: Uwe Gordon, Superintendent
DATE: June 11, 2024

AGENDA ITEM: 4H

Policy Review Second Reading and Approval:

1. DE Salaries and Expenses
2. EFEAA: Artificial Intelligence Systems and Tools Use In the School District
3. EMI: Moment of Silence
4. FDAAA: Electronic Signatures
5. FL: Student Records

BOARD ACTION REQUESTED:

Approval of the policies as requested.

BACKGROUND INFORMATION:
The district is in an ongoing process of updating policies and procedures in accordance with Oklahoma law and/or current practices. These policies were presented to the board at the May 14, 2024 Business meeting and they are in final form for board consideration. Details regarding these policies are listed below.

DE –Salaries and Expenses

Policy DE outlines methods and procedures for employee compensation. This draft updates the language describing SPS methods for distributing paper payroll checks during summer hours. In addition, the language has been updated to clarify that federally funded compensation must also have federal and state withholdings, and we do so in a way that is consistent with federal payroll laws.

(Source: Dr. Janet Vinson)

EMI – Moment of Silence

The language for this policy update was provided by OSSBA, and includes that all staff are expected to adhere to providing an opportunity for a moment of silence. It also provides legal support through the

office of the Attorney General should anyone file a lawsuit against the district for providing the opportunity for a moment of silence.

(Source: Dr. Janet Vinson)

EFEAA – Artificial Intelligence Systems and Tools Use In the School District

Artificial intelligence is changing business, workforce preparation, and education. OSSBA believes it is important for districts to have clear policies in place to ensure districts are embracing the potential of technological advances while ensuring responsible and ethical use of artificial intelligence tools by employees and students.

The proposed policy addresses student and employee use, data privacy and security, and the importance of considering AI within the context of high-quality education practices. (Source:OSSBA Newsletter)

FDAAA –Electronic Signatures

This is a new policy provided by OSSBA that coincides with FL in the governance of the use of electronic signatures. The policy defines electronic signatures, the legal acceptable use of electronic signatures and how the district will use them.

(Source: Dr. Janet Vinson)

FL – Student Records

FDAAA provides the legal grounds to use an electronic signature as a legal signature. We have been using online enrollment for several years, and the need for a policy that allows electronic signatures as a legally binding signature for enrollment has been ongoing.

(Source: Dr. Janet Vinson)

SALARIES AND EXPENSES

Salaries of all employees shall be determined by the board.

Payday is always on the last working day of the month. Paper checks will be on available at central office payday. Direct deposit is available.

All full-time employees will be paid on a twelve-month basis. All employee compensation shall be addressed in an employment contract. Employee compensation shall be reasonable for the services rendered. All employee compensations will consistently apply to positions funded through federal funding as non-federally funded positions.

The board shall also provide for a staff leave program and reimbursement of approved expenses.

Support Personnel

The Stillwater Board of Education believes that support personnel should be rewarded for their service. Therefore, the district will attempt to pay competitive salaries for the community in which the district is located and will make efforts to exceed those salaries whenever possible.

Support salary schedules are in Stillwater Public Schools, Support Negotiations Contract.

Certified Personnel

The Stillwater Board of Education believes that student instruction is the lifeblood of a school district and that teachers should be rewarded for their service. Therefore, the district will comply with all state teacher salary requirements and will make efforts to exceed those requirements whenever possible.

Certified teacher salary schedules are in Stillwater Public Schools, Master Contract.

All administrators, when employed, will be placed on the appropriate step of the administrators' salary schedule. Upon approval by the board, newly hired administrators may be placed on the salary schedule based upon individual building criteria such as enrollment, supervision of extracurricular activities, number of teachers, length of school year contract, etc.

2nd Reading 6-11-24

REFERENCE: 70 O.S. §1-110
70 O.S. §6-106
ECFR 2 C.F.R. §200.430(a)(1)
Atty. Gen. Op. No. 84-87 (July 24, 1984)
Negotiated Agreement

CROSS-REFERENCE: Policy BJCA, Term of Office and Salary of Superintendent

ARTIFICIAL INTELLIGENCE SYSTEMS AND TOOLS USE IN THE SCHOOL DISTRICT

The introduction of AI offers unprecedented opportunities for enhancing teaching methods, expanding learning resources, and fostering innovative educational experiences. However, Artificial Intelligence ("AI") also presents unique risks, challenges, and responsibilities, particularly in terms of ethical use, data privacy and security, and the accuracy and integrity of academic work.

This policy serves to responsibly harness the potential of these AI technologies while also safeguarding the interests and well-being of our students, teachers, and professional staff. Through this policy, the district endeavors to (i) prepare our students, teachers, and professional staff for the future and (ii) equip them with the knowledge and skills to use these systems and tools wisely and ethically. The district will continue to support our teachers in incorporating AI into their teaching practices in ways that enrich the teaching and learning experience while upholding the district's educational standards and values.

1. AI systems and tools must comply with data privacy and security laws and policies.
2. AI systems and tools will serve to enhance the district's commitment to high-quality learning.
3. Safeguards are essential to the use of AI systems and tools to minimize bias, promote fairness, and preserve the rigor and integrity of learning.
4. The use of AI systems and tools by students, teachers and professional staff must account for the context of teaching and learning and should be adopted, implemented and utilized in ways that maximize equity of access, use and benefit.

Student Use Guidelines:

Certain assignments may permit, encourage or require the use of AI systems and tools. In each case, it will be clearly stated in the assignment or specified by the teacher. Use beyond the specified guidelines of the teacher or assignment should be understood as prohibited. It is each student's responsibility to assess the validity and applicability of any AI output that is submitted with an assignment.

1. Students are allowed to use AI for explanations of concepts, exploration of new topics of interest, and seeking guidance on research directions. However, students should be mindful that some AI is prone to "hallucinations", false answers/information, or outdated information. Accordingly, AI can generate erroneous, misleading, and/or biased information. Thus, students must always verify the information provided by AI using reliable sources such as textbooks, scientific papers, and reputable educational websites. Students must take accountability for their academic use of AI, and verify that any response from an AI tool that they intend to rely on, or use is appropriate, accurate, not a violation of any other individual or entity's intellectual property or privacy rights, and consistent with the district's academic policies.
2. Students should not use AI to cheat, plagiarize, or be academically dishonest.
3. Students should only submit or share work generated by any AI as their own with proper attribution, including properly citing or referencing the AI tool used in their created content.
4. When communicating with AI, students should utilize respectful and appropriate communication, and avoid harassment, bullying, or offensive language.

ARTIFICIAL INTELLIGENCE (CON'T)

5. Students should not use or create AI generated content for the purposes of harassment, bullying, shaming, or humiliation. Any AI generated content that depicts likenesses of current or former SPS staff or students in inappropriate ways is expressly prohibited.

6. Students should not use AI to engage in any illegal activity, including hacking, spreading malware, phishing, fraud, or any other activity that violates the law.

7. Students should not upload or input any personal, confidential, proprietary, or sensitive information into any AI tool. Examples include passwords and other personal information such as names, likenesses, social security numbers, and credit card or bank account numbers.

8. Offenses or violations of this policy will be addressed by the teacher and professional staff and may result in discipline as outlined in Student Discipline policy FO.

Staff Use Guidelines:

1. Teachers and professional staff may consult AI for ideas, outlines and to enhance the educational experience, such as supplementing lesson plans, providing differentiated instruction, and aiding in curriculum development.

2. Teachers and professional staff should not create accounts or encourage students to create accounts in any AI platform without first verifying if it is approved by the district.

3. Teachers and professional staff must ensure that their use of any AI tool complies with applicable laws such as those governing data and student privacy and district policies, including, policy EFBCA – Internet and Other Networks Acceptable Use and Internet Safety Use, and policy EFEA – Using Copyrighted Material. Only AI tools that are approved by the district are acceptable for use.

4. When communicating with AI, teachers and professional staff should utilize respectful and appropriate communication, and avoid harassment, bullying, or offensive language.

5. Teachers and professional staff should not use or create AI generated content for the purposes of harassment, bullying, shaming, or humiliation. Any AI generated content that depicts likenesses of current or former SPS staff or students in inappropriate ways is expressly prohibited.

6. Teachers and professional staff should not use AI to engage in any illegal activity, including hacking, spreading malware, phishing, fraud, or any other activity that violates the law.

7. Teachers and professional staff should not upload or input any confidential, proprietary, or sensitive information, including any such district or student information into any AI tool. Examples include passwords, personal information such as names, likeness, social security numbers, credit card or bank account numbers and other credentials, personnel material, information from non-public district documents, including those identified as or understood to be confidential or sensitive (based on their nature or context) or any other non-public district information that might be harmful to the district if disclosed.

8. Teachers and district/site professional staff should guide students in using AI in all approved areas.

ARTIFICIAL INTELLIGENCE (CON'T)

9. Teachers and professional staff should carefully evaluate the appropriateness of AI for educational purposes on a case-by-case basis, considering their appropriateness for each educational context, accuracy, reliability, and alignment with curriculum standards.

10. Teachers and professional staff must supervise student use of AI to ensure it is being used appropriately and constructively in the learning process.

11. Teachers who suspect plagiarism or use of AI that violates district policy should first have a conversation with a student to ensure that they understand expectations for acceptable use. Teachers should consult with administration to determine appropriate steps to investigate any possible violation of policy. AI detection tools will not be the basis of information relied upon in an investigation when it is believed that policy has been violated with regard to the use of AI by students.

District Level Guidelines:

Approved tools and their uses should be determined by the appropriate school district personnel after consideration of security, privacy, data usage, and academic integrity and quality standards, regulations, and values.

2nd Reading 6/

MOMENT OF SILENCE

Each school site within the district shall observe a moment of silence each day for the purpose of allowing each student to meditate, pray, or engage in any other silent activity that does not interfere with, distract, or impede other students in the exercise of their choice. All school personnel are to afford these options to all students, who will individually select which of these behaviors they will engage in during the moment of silence. These options will also be included in the student handbooks.

Students will be informed that the moment of silence is to reflect, meditate, pray or engage in other silent activity. An adult from a central location will read a standard statement, and all personnel are to afford these options to all students. Teachers will not make the announcement in a room-by-room approach.

The standard statement is:
Announce this: "As we begin (or end) another day, we will pause for a moment of silence." Pause for silence.
Announce this: "This concludes (or ends) the moment of silence."

If the district or a school employee is sued for providing a moment of silence to students, the district must notify the Attorney General within (5) five days. The Attorney General will provide legal representation to the district or employee named as a defendant in an action related to this statutory requirement.

REFERENCE: 70 O.S. §11-101.1
70 O.S. §11-101.2

2nd Reading 6/1 1/24

ELECTRONIC SIGNATURES

The board recognizes the effective and efficient use of electronic communications to conduct business. Under certain conditions, electronic signatures satisfy the requirements of a written signature when transacting business. Although all electronic signatures are represented digitally, they can take many forms and can be created using many different types of technology. The authenticity and reliability of electronic signatures relating to transactions are dependent on the accompanying processes, supplemental records and the overall context in which records are created, transferred, signed, and stored.

Definitions

Attribution - an electronic signature is attributable to a person if it was the act of the person. The act of the person may be shown in any manner, including a showing of the efficacy of any security procedure applied to determine the person to which the electronic signature was attributable.

Electronic Signature - an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

Electronic Record - any record created, generated, sent, communicated, received or stored by electronic means.

An electronic signature may be used if the law requires a signature unless there is a specific law, regulation, or order that requires records to be signed in nonelectronic form. The issuance and/or acceptance of an electronic signature by the district shall be permitted in accordance with the provisions of this policy and all applicable state and federal laws. Such electronic signature shall have the full force and effect of the manual signature only if the electronic signature satisfies all of the following requirements:

1. The electronic signature identifies the individual signing the document by his/her name ~~and title~~;
2. The identity of the individual signing with an electronic signature is capable of being validated through the use of an audit trail;
3. The electronic signature and the document to which it is affixed cannot be altered once the electronic signature has been affixed; and
4. The electronic signature conforms to all other provisions of this policy.

Acceptance, Use and Issuance of Electronic Records and Signatures

The district may utilize electronic recordkeeping systems that can receive, store, and reproduce electronic records and signatures relating to transactions in their original form. Such system shall include security procedures whereby the district can:

1. Verify the attribution of a signature to a specific individual;
2. Detect changes or errors in the information contained in a record submitted electronically;
3. Protect and prevent access, alteration, manipulation or use by an unauthorized person; and
4. Provide for nonreproduction through strong and substantial evidence that will make it difficult for the signer to claim that the electronic representation is not valid.

ELECTRONIC SIGNATURES CON'T

The district shall ensure that all electronic signatures are capable of being accurately reproduced for later reference and retained until such time as all legally mandated retention requirements are satisfied.

The district may elect to receive and accept as original, electronic records and signatures so long as the communication, on this face, appears to be authentic, and conforms to all other provisions of this policy.

The district will retain in its records this policy and all statements of exclusive use, until such time as all legally mandated retention requirements are satisfied.

The district will not accept electronic signatures on student records including, but not limited to, absence excuses from parents/guardians, educational trip requests, and certain documents related to the Individuals with Disabilities Education Act.

1st Reading 5/1

STUDENT RECORDS

Student records shall be maintained for each student enrolled in Stillwater Public Schools. The records shall contain information collected through the online registration process, with additonal information reflecting the progress of the student from pre-kindergarten through the remaining school years, grades, attendance data, discipline history, health and immunization history, results of testing programs, school activities, pictures, and personal and family background. The student's legal name shall be used for all records.

The school district will maintain all documents and information in student records in electronic or paper format. The copies may be stored in either a single- or multi-file format. The school district will accept electronic signatures on all student records collected through the online registration process. Records will be stored, backed up, and secured in accordance with standards and protocol established by the Oklahoma State Board of Education.

Transcripts

The transcript of a student shall be maintained by the school district for not less than eighty (80) years following the graduation, transfer, or date the student is withdrawn from the school district.

"Transcript" will include the following:
1. The permanent academic record of a student which shall include the name, address, telephone listing;
2. The date and place of birth of the student;
3. An inventory of courses taken;
4. All grades received; and
5. Grade-point averages or class rank.

Student Records Disposal

All non-transcript information in a student's record shall be disposed of by the school district five (5) years after the student has graduated, transferred, or withdrawn from the school district. The school district shall comply with the notification of destruction of records requirements set forth by the State Board of Education.
Parent/Guardian and Student Rights
Parents/guardians and eligible students have certain rights as to the student's school records. The school will notify parents/guardians and eligible students annually of the following:

1. The right to inspect and review the student's education records;
2. The right to exercise a limited control over other people's access to the student's education record;
3. The right to seek to correct the student's education record, in a hearing, if necessary;
4. The right to report violations of the Family Education Rights and Privacy Act (FERPA) to the Department of Education; and
5. The right to be informed about FERPA rights.

Student Records Disclosures

A school district in which a student is enrolled or is in the process of enrolling may request the student's education records from any district in which the student was formerly enrolled. When this school district receives such a request, the records, including the student's disciplinary records, will be forwarded to the requesting district within three (3) business days. Disciplinary records shall include but not be limited to all information that relates to a student assaulting, carrying weapons, possessing illegal drugs, including alcohol, and any incident that poses a potential dangerous threat to students or school personnel.

2nd Reading 6-11-24

STUDENT RECORDS (Cont.)

This district may disclose personally identifiable information to third parties, without prior written consent, in order to conduct studies, audits, and evaluations of its educational programs. In such cases, the district will take reasonable steps to ensure that all authorized representatives of the third party are FERPA compliant with the information provided.

REFERENCE: **34 CFR 99.1**
18 USC §§2331 and 2332(g)(5)(B)
20 USC 1232
P. O. 107-110, No Child Left Behind Act of 2001
51 O.S. §24A.16
70 O.S. §6-115
70 O.S. §24.101.4
70 O.S. §24-114
TIT. 12A, §§ 15-101 TO 15-121

CROSS-REFERENCE: **Regulation FL-R, Compliance with FERPA of 1974**

2nd Reading 6-11-24

STILLWATER PUBLIC SCHOOLS

STILLWATER BOARD OF EDUCATION

PREPARED BY: Uwe Gordon, Superintendent
APPROVED BY: Uwe Gordon, Superintendent
DATE: June 11, 2024

AGENDA ITEM: 4l

Waive First Reading and approval of Policy:

1. GK: Use of School Property

BOARD ACTION REQUESTED:

Approval of the policy as requested.

BACKGROUND INFORMATION:
The policy review committee met on May 28, 2024, to review policy revisions as recommended by the administration. The committee is asking to waive the first reading and approve revisions as presented. Details regarding this policy revision are listed below.

GK: Use of School Property

Policy GK provides guidance for the use of school property by the district and community members. The updates are being requested to align with the process being implemented with Facilitron for requests and rental of school facilities.

(Source: Bo Gamble)

USE OF SCHOOL PROPERTY

The Stillwater Board of Education believes that the first priority in the use of its school property is the education of children in the district. However, local citizens are encouraged to use the property for other reasonable general public use including religious, political, literary, community, cultural, scientific, mechanical, agricultural, or parental involvement purposes. The school district shall allow the use of school buildings and facilities to youth groups listed in Title 36 of the United States Code as a patriotic society in accordance with the rules and regulations in support of this policy.

The school district ~~will~~ may make property available for public use to rent before or after normal schools hours, on weekends, or during school vacations. ~~Specific~~ Property that ~~will~~ may be open include, but are not limited to, gymnasiums, auditoriums, cafeterias, and outdoor stadiums~~, etc.~~ The school district will not provide supervision during these hours and any use should be carefully monitored by parents or legal guardians. Any person who uses school property outside of normal school hours, on weekends, or during school vacations assumes any and all risks arising from such use.

The school district will not serve as an emergency shelter for patrons during weather emergencies. If school is in session, parents/guardians may be allowed in the building to pick up students, but due to safety and security concerns will not be allowed into the areas of refuge. See policy CKAC-P2, Severe Thunderstorm and Tornado Procedures for more information. ~~Patrons~~ Parents or legal guardians picking up students will not be allowed to bring animals, other than service animals, into the school buildings during weather emergencies.

If the school renders emergency care, aid, shelter, or other assistance during a national disaster or catastrophic event, the school district shall not be liable for damages resulting from the rendering of the emergency care, aid, shelter, or other assistance ~~unless the damage was caused by gross negligence or willful or wanton misconduct of the individual or entity rendering the emergency care, aid, shelter or assistance~~.

The board shall exercise its authority to fix and collect rentals, rates, and charges for the occupancy or use of school property or facilities in such amounts and in such manner as may be determined.

The superintendent or the superintendent's designee will establish rules and regulations in support of this policy. The rules and regulations will require evidence of appropriate liability insurance coverage. The school district will not permit the use of school property or equipment by any person or organization that does not furnish evidence of sufficient insurance coverage ~~as described later in the document~~.

No school equipment will be lent to individuals, organizations or other schools without ~~permission from the principal~~ a request and approval included in the use agreement.

A Facility Use ~~Forms~~ Request and Approval are required of all individuals or groups seeking permission to use SPS facilities. ~~and will~~ Requests must be submitted for approval ~~to appropriate building level administrator~~ by the requestor using the district facility use platform found at stillwaterschools.com. Fees that apply will be approved by the Stillwater Board of Education. This includes district employees who tutor students on an individual basis for compensation regardless of athletic or academic component~~. Opportunities for tutoring will be made available to all students. Preferential treatment shall not be shown to students receiving individual tutoring.~~

A facilities rental handbook, containing usage rules and contracts, ~~is available at each site's office~~ may be found at stillwaterschools.com.

REFERENCE: 20 USC §7905
70 O.S. §5-129.3 and 5-130

1st and 2nd Reading 6/11/24

70 O.S. §11-103.7

CROSS-REFERENCE: Policy CLB, Equipment Accountability
Policy CKAC-P2, Severe Thunderstorm and Tornado Procedures

1st and 2nd Reading 6/11/24

STILLWATER PUBLIC SCHOOLS

STILLWATER BOARD OF EDUCATION

PREPARED BY: Uwe Gordon, Superintendent
APPROVED BY: Uwe Gordon, Superintendent
DATE: June 11, 2024

AGENDA ITEM: **4J**

Consider and Vote to Approve Membership Renewal with Oklahoma State School Boards Association for FY 2024-2025

BOARD ACTION REQUESTED:

Motion to approve annual membership with the Oklahoma State School Boards Association for the 2024-2025 school year

BACKGROUND INFORMATION

The Stillwater School District has had an ongoing annual membership with the Oklahoma State School Boards Association. The membership provides the following services:

- Access to the association's wide range of valuable programs, services support and legal guidance
- Free legal information from OSSBA's four staff attorneys via phone or email
- Free registration for spring and fall region meetings
- Discounted registration for the annual conference and other OSSBA-sponsored workshops
- School law updates and columns in the OSSBA Journal

The annual dues increased from $4,927.00 to $5,026.00.

STILLWATER PUBLIC SCHOOLS

STILLWATER BOARD OF EDUCATION

PREPARED BY: Uwe Gordon, Superintendent
APPROVED BY: Uwe Gordon, Superintendent
DATE: June 11, 2024

AGENDA ITEM: 4K

Appointments and Bond Authorization for each for the 2024-2025 Fiscal Year:
1) Tawni Hooten – Board Clerk and Board Minutes Clerk
2) Annette Turley – Deputy Board Clerk and Deputy Board Minutes Clerk
3) Michael Arnold – Board Treasurer
4) Shannon Flores – Encumbrance Clerk

BOARD ACTION REQUESTED:

Motion approving Tawni Hooten as Board Clerk and Board Minutes Clerk, Annette Turley as Deputy Board Clerk and Deputy Board Minutes Clerk, Michael Arnold as Board Treasurer, and Shannon Flores as Encumbrance Clerk and Authorize Bonding for each for the 2024-2025 Fiscal Year

BACKGROUND INFORMATION

Oklahoma State Statute requires the Board of Education to designate individuals to serve as Board Clerk, Board Minutes Clerk, Deputy Board Clerk, Deputy Board Minutes Clerk, Board Treasurer,and Encumbrance Clerk with appropriate bonding for each school year.

The following appointments are recommended by the administration:

Tawni Hooten	Board Clerk and Board Minutes Clerk
Annette Turley	Deputy Board Clerk and Deputy Board Minutes Clerk
Michael Arnold	Board Treasurer
Shannon Flores	Encumbrance Clerk

Reference: 70 O.S. §5-114, §5-119, §5-122

STILLWATER PUBLIC SCHOOLS

STILLWATER BOARD OF EDUCATION1

PREPARED BY: Dr. Trent J. Swanson, Chief Human Resources Officer
APPROVED BY: Mr. Uwe Gordon, Superintendent
DATE: June 11, 2024

AGENDA ITEM: 4-L

Human Resources Contracts for FY 24-25

1) Powerschool (HR Software Service Agreement)
2) OK Thrive (New Teacher Mentoring Agreement)
3) OSSBA (Unemployment Insurance)
4) Frontline (Time & Attendance Renewal)
5) iObservation (Marzano Teacher and Leader Effectiveness Tool)

BOARD ACTION REQUESTED:

Motion to Approve Contracts for 2024-2025

BACKGROUND INFORMATION:

Oklahoma statutes require public schools to annually approve all new contracts and renew any ongoing and long-term contracts. The attached list represents new and existing agreements which require this annual renewal. Copies of these contracts are attached and will be maintained on file in the finance office.

1) Powerschool - Employee records management software that includes onboarding documents and regular HR and talent management tasks.

2) OK Thrive - Stillwater Public Schools and Oklahoma State University OK-Thrive plan to partner for the OK-Thrive Program. OK-Thrive is a university-based coaching program that provides induction support for novice teachers and Cooperative Extension educators across Oklahoma. OK-Thrive will serve to empower educators by supporting their transition from training to practice. OK-Thrive aims to root educators within our state by providing responsive support, goals-based coaching, and leadership development in an effort to positively impact teacher retention across Oklahoma.

3) OSSBA - Management of our unemployment claims matters, including, but not limited to, docketing, requesting and organizing claims information.

4) Frontline Education - Maintains all absence and time solutions internally. This encompasses all employee absences and substitute placement for employees who require substitutes. This is a renewal. FY 2025 cost $41867.91

5) iObservation - The Marzano framework is an evaluation model for teachers. It has four domains broken down into 60 elements designed to define educational goals and target professional development offerings.

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frontline education

1400 Atwater Drive Malvern, PA 19355

Exhibit A Frontline Customer Order Form
Q-117245
MSA-001f400000S97X6
11/08/2022

Customer:	Order Form Details:
Stillwater Public Schools 314 S. Lewis Stillwater, Oklahoma, 74074 United States	**Pricing Expiration:** 11/01/2022 **Quote Currency:** USD **Account Manager:** Jaclyn Harvey
Contact: Janet Vinson	**Startup Cost Billing Terms:** One-Time, Invoiced after signing
Title: Director of HR	**Subscription Billing Frequency:** Annual
Phone:	**Sale Type:** New
Email: jvinson@stillwaterschools.com	**Initial Term:** 12/08/2022 – 6/30/2026

Pricing Overview	Amount
One-Time Fees	**$14,800.00**
Annual Recurring Fees	**$38,992.50**
(Initial Term Prorated Fees)	**$21,899.90**

One-Time Fees Itemized Description	Quantity	Amount (each)	Amount
Frontline Implementation	1	$13,800.00	$13,800.00
Frontline Single-Sign-On (SSO) Setup	1	$1,000.00	$1,000.00

Annual Recurring Fees Itemized Description	Start Date	End Date	Amount
(Absence & Time Solution Prorated Term)	12/08/2022	6/30/2023	$21,899.90
Absence & Time Solution	7/01/2023	6/30/2024	$38,992.50
Absence & Time Solution	7/01/2024	6/30/2025	$41,867.91
Absence & Time Solution	7/01/2025	6/30/2026	$44,979.67

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Additional Order Form Information

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

Tax Information

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

PO Information

PO Status:
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

Professional Services Information

Customer has one year from date of Customer's signature of this Order to utilize any Professional Services described in this Order. The Professional Services expire thereafter with no credit or refund due to Customer.

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1400 Atwater Drive Malvern, PA 19355

Exhibit A Frontline Customer Order Form
Q-117245
MSA-001f400000S97X6
11/08/2022

Invoicing Schedule	Due Date	Amount	
Invoice: One Time	**Upon Signing**	**$14,800.00**	**+ applicable sales tax**
Frontline Implementation		$13,800.00	
Frontline Single-Sign-On (SSO) Setup		$1,000.00	
Invoice: Prorated	**1/07/2023**	**$21,899.90**	**+ applicable sales tax**
Absence & Time Solution		$21,899.90	
Invoice: Annual		**$38,992.50**	**+ applicable sales tax**
Absence & Time Solution		$38,992.50	
Absence & Time Solution		$41,867.91	
Absence & Time Solution		$44,979.67	

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1400 Atwater Drive Malvern, PA 19355

MASTER SERVICES AGREEMENT

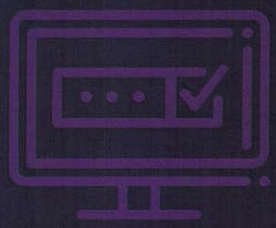
This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, its subsidiaries and affiliates with an address at 1400 Atwater Drive, Malvern, PA 19355 (collectively "Frontline"), and the client identified below ("Client"). Frontline and Client are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the terms and conditions contained in the Frontline Master Services Agreement ("Master Services Agreement", which is available at https://www.frontlineeducation.com/master-services-agreement/ and is incorporated herein by reference. The attached Order Form, exhibits (if any), Statements of Work and the referenced Master Services Agreement are collectively the "Agreement". To place orders subject to this Agreement, at least one Order Form (as defined in the Master Services Agreement) must be incorporated into this Agreement. Client may make future purchases of products and services from Frontline (and its subsidiaries and affiliates) under this Master Services Agreement by executing an Order Form and any future Order Forms without an attached or referenced Master Services Agreement will be deemed subject to this Master Services Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

Frontline Technologies Group LLC dba Frontline Education	**Stillwater Public Schools**
Signature: Scott Crouch	Signature:
Name: Scott Crouch	Name: Janet Vinson
Title: VP Financial Operations	Title: Director of HR
Address: 1400 Atwater Drive Malvern, PA 19355	Address: 314 S. Lewis Stillwater, Oklahoma 74074
Email: billing@frontlineed.com	Email: jvinson@stillwaterschools.com
Effective Date: November 14, 2022	

DocuSign Envelope ID: 4FE8EA67-EAA2-444B-9655-36074747A735

STATEMENT OF WORK



Absence & Time Solution

Standard Implementation Services

frontline education

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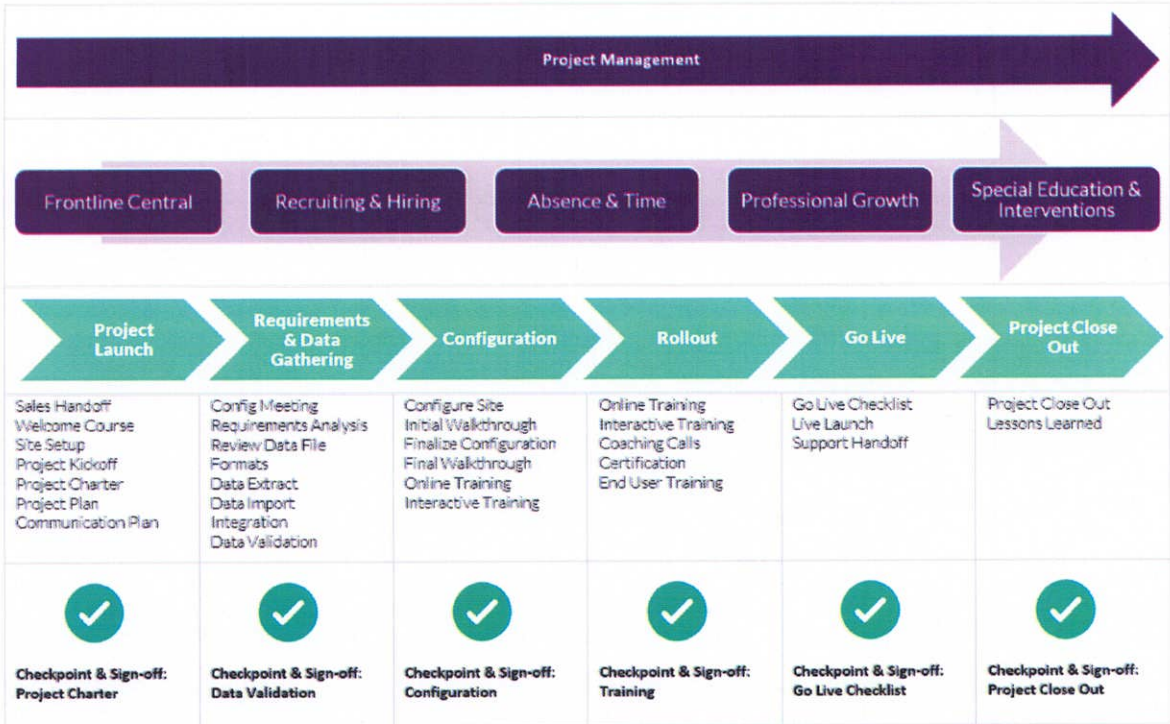
frontline education

Introduction

Frontline Education provides a comprehensive implementation methodology and expert resources to partner with your project team throughout the implementation.



Scope/Deliverables

Project Management, Training & Consulting

- Project Kickoff Call
- Business Process Review: review of internal procedures utilized for Client's workforce management, both time and attendance and substitute placement processes.
- Train-the-Trainer Model: blended learning consisting of online, self-paced courses and instructor-led remote training for the Client project team to gain familiarity with our solutions for implementation, administration and to train end users
- Role-based Learning Center: ongoing, anytime access to knowledge base articles available to all district staff
- Project Status Calls: periodic project status calls throughout implementation to review progress to the project schedule
- Project Close Out Call

Configuration

System configuration is accomplished through a blended approach of pre-configuration, Frontline Education configuration services, and Client configuration activities. Frontline Education will provide configuration services to tailor default setups to your specific needs and provide your project team a head start to configuring the system. Online Training courses and consultation are provided so that your staff can continue configuration for initial setup and to meet your ongoing needs.

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Configuration - Absence & Substitute Management

Setups	Pre-configured with Absence and Substitute Management	Frontline Education Configuration Services
Skills	4	Based on organization and state requirements
Employee Types	6	Based on organization requirements
Schools (Generic)	5	Based on organization requirements
Absence Reasons	6	Based on organization requirements
Permission Profiles	2	Consultation on additional permission profiles based on organization requirements

Configuration - Time & Attendance

Setups	Time and Attendance Preconfigured Setups	Frontline Education Configuration Services
Job Type	1	Implementation consultant will assist client on importing up to 1,000 job types.
Position	1	Implementation consultant will assist client on importing up to 1,000 positions.
Staff Group	1	Implementation consultant will assist client on configuring up to 5 employee contract types.
Accrual Profile	N/A	Implementation consultant will assist client on configuring up to 4 unique leave accrual policies.
Pay Period	1	Up to 4
Account Allocation	N/A	Based on State or Payroll Requirements
Permissions	Set-up Default Permissions	N/A

Note: Employee Pay Rates are out of scope for time & attendance.

Data Imports

During implementation, we will assist with the import of the following data formatted in our standard templates, where applicable. Online Training courses and consultation will be provided to show you how to maintain this data on an ongoing basis after the initial import.

Data Imports – Absence & Substitute Management

- School Locations and Settings
- Employee Types
- Absence Reasons
- Employee Data
- Substitute Data
- Organization/Campus User Data

Data Imports – Time & Attendance

- Job Types
- Account Codes & Account Allocations
- Positions
- User Enrollment
- User Assignments
- Work Schedules

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Systems Integration

Integrations exist within Frontline Education solutions and/or with our Featured Partners that are configured and setup as either a flat file transfer or an export/import into an applicable vendor system. Specific examples of configurable integration types include –

Systems Integration - Absence & Substitute Management

- Standard integration with Frontline Education Solutions' Recruiting and Hiring and Professional Growth
- sFTP integration to Professional Growth
- One established interface with a Substitute Pay & Employee Leave external integration
- An established interface is defined as an integration that is currently established with a vendor and/or requires no development resources
- For a complete list of our vendor partners, please refer to: https://www.frontlineeducation.com/Partners/Find_a_Partner

Systems Integration - Time & Attendance

- Standard integration with Frontline Education Solution Absence and Substitute Management.
- One established interface with HRIS/payroll system.
- One established interface with biometric identification system.
    - An established interface is defined as an integration that is currently established with a vendor and/or requires no development resources
    - For a complete list of our vendor partners, please refer to: https://www.frontlineeducation.com/Partners/Find_a_Partner

Reporting

Reporting - Absence & Substitute Management

- 25+ standard reports
- Client may create additional ad-hoc reports with "Report Writer" utility once trained

Reporting - Time & Attendance

- 15 standard reports included in pre-configuration services
- Client may create additional ad-hoc reporting with "Report Writer" Utility

Additional Optional Services

The following items are outside the standard scope of services and can be accommodated through a change request and additional services and fees.

- Onsite training
- End User training
- Configuration, Custom Reporting, or Integration services beyond those identified above
- Services beyond the implementation timeframe and project close out

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Schedule

On average, a typical Absence & Substitute Management implementation project runs 6 - 8 weeks and a Time & Attendance implementation project runs 10 - 14 weeks. Below is an example of a project schedule for implementation for the Absence & Time bundle. (This is not the actual schedule pertaining to this statement of work.)

Task	Start	End	Dur	2019 Jan	Feb	Mar	Apr	May	Jun	Jul
Sample Solution Rollout	1/2/19	7/19/19	143							
Project Kickoff	1/2/19	1/8/19	5							
Insights Platform Migration (clients with existing Frontline solutions)	1/9/19	1/22/19	10							
Absence & Time: Absence Management	2/11/19	4/18/19	49							
Absence & Time: Time & Attendance	5/1/19	7/19/19	58							

Every client is unique and timelines can vary depending on client size, resource availability, and complexity of project. Your Frontline Education Project Manager will work with your team to plan an implementation based on your specifics.

Client Project Team: Roles & Responsibilities

Executive Sponsor

- Executive Sponsor: e.g. Superintendent, Assistant Superintendent of HR, HR Director, etc.
- The "lead" contact: responsible for all major project decisions. Initially, involvement level is medium-to-high until all district players and responsibilities established. Executive Sponsor involvement decreases once responsibilities have been delegated.

System Administrators

- System Administrator: e.g. HR Director, Substitute Coordinator, Payroll Clerk, etc.
- When implementing Frontline Absence & Time, we encourage districts to have at least two system administrators.
- The "main" contact(s): responsible for day-to-day operations, upkeep of system, and user management. This includes (but is not limited to):
    - Create/edit/delete: Employee Types, Schools, Absence Reasons, user accounts and permissions, approval workflows, etc.
    - Configure system preferences
    - Provide system support to end users

IT Department

- Will work with Frontline Education Support teams to:
    - Ensure Frontline Education domains/IP addresses have been incorporated into any district firewalls and/or spam filters This person is responsible for updating white-list from Frontline
    - Provide technical support in instances where local network/technology configurations impact usage of our solutions
    - Potentially support in-solution integrations
    - Assist by making sure all necessary equipment is available for System Administrators to successfully utilize Frontline's web-based tools

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Assumptions

- Frontline Education and Client will provide consistent, named resources to fill project roles throughout project timeline.
- Frontline Education and Client will use a collaborative approach to ensure implementation success.
- Client will provide subject matter experts familiar with organizational policies and procedures throughout the project.
- Frontline Education assumes that all data to be imported will be validated as necessary by Client prior to import.
- Client project team will complete online courses, attend instructor-led training, participate in project status calls, and complete project tasks as planned.

Implementation Policies

- Change Management Process: Should the Client identify additional services as part of this project, Frontline Education will issue a change order identifying impact to project scope, cost, and timeline for Client review and approval.
- A request to delay the Planned Go Live 30 days or more from the original date can result in rework and require additional charges and a change order.
- Services requested after the Project Close Out will require additional charges and a new services proposal.
- Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120-day implementation period.

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Quotation

Company Address	Instructional Empowerment, Inc. dba Marzano Evaluation Center 175 Cornell Rd., Suite 18 Blairsville, PA 15717 US	**Quote Number** **Expiration Date**	Q-31404
Vendor Account No.	52589	**Payment Terms**	Net 30
Program Partner **Phone**	Claire Erwin 805-470-9234		
		Make checks payable to: Instructional Empowerment, Inc. Fax Signed Quote to: (724) 240-6475	
Bill To Name **Bill To**	Stillwater Ind School District Attn: Accounts Payable 314 S. Lewis St. Stillwater, OK 74074-3500 US	**Contact Name** **Phone** **Email**	Bo Gamble (405) 533-6300 bgamble@stillwaterschools.com

NOTE: On-site Professional Development sessions require a minimum of a **30-day** advance notice. Purchase Orders must be received prior to any date or faculty requests can be honored. Any Professional Development requested with less than 30-day's notice is subject to faculty availability and a $500 expediting fee.

QTY	PRODUCT	CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
10.00	IE Observation Annual License, Marzano (Building) - Renewal	TEC-iO-R1y-Bdg-102-Marz	IE Observation Annual License, Marzano (Building) - Renewal. 1-year license including up to 102 user licenses. • Stillwater Public Schools IE Observation renewal 24-25 • Renewal term: 8.1.24 - 7.31.25	USD 1,934.00	USD 19,340.00
				TOTAL:	USD 19,340.00

Notes:

Instructional Empowerment, Inc. Terms & Conditions

Customer Acknowledgment

Customer acknowledges agreement with these Terms & Conditions of Sale by placement of an order to purchase products or services from Instructional Empowerment, Inc. or associated DBAs.

Prices

Prices quoted are good for 30 days from the date of proposal or quote, unless otherwise stated in writing. All prices stated in USD unless otherwise noted.

Payment

Purchase order or payment is required prior to order fulfillment. Make checks payable in USD to "Instructional Empowerment, Inc." or "Marzano Evaluation Center," and submit to 175 Cornell Road, Suite 18, Blairsville, PA 15717.

Purchase Orders

Please reference quote number (shown above) on all purchase orders. Purchase orders should be sent to Instructional Empowerment, Inc. or associated DBAs, 175 Cornell Road, Suite 18, Blairsville, PA 15717 or faxed to (724) 240-6475 or emailed to: orders@instructionalempowerment.com

Terms

Standard payment terms are net 30 from date of invoice. Seller reserves the right to charge interest at the rate of 0.5% per month on past due balances. Seller also reserves the right to submit invoices greater than 90 days past due to a third party agency for collection.

Scheduling

On-site training and professional development sessions requires 30 days advance notice. Purchase order or payment must be received before training dates can be reserved. Trainings scheduled at the Customer's request with less than 30 days advance notice are subject to availability and a $500 expediting fee.
All training sessions must be scheduled no later than 12 months following receipt of purchase order.

Cancellation/Rescheduling

Virtual Sessions may be cancelled or rescheduled 7 or more calendar days before the scheduled date of the event without penalty. Customers who cancel/reschedule the virtual session within 1-6 calendars days prior to the event, will be charged 50% of the event price. If a customer does not show up for the event, or cancels on the day of the event, the customer is responsible for 100% of the event price.

On-Site Trainings may be cancelled or rescheduled 14 or more calendar days before the scheduled training date without penalty. Customers who cancel/reschedule the on-site training up to 3 calendar days prior to the training date will be charged 50% of the training price. For cancellations 0-3 calendar days before the scheduled training date, including no-shows or same-day cancellations, will be charged 100% of the training price.

All cancellation or rescheduling requests must be made with the Scheduling Team either by email to scheduling@instructionalempowerment.com or by phone by calling toll free 1-866-731-1999.

FORCE MAJEURE. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion.

Shipping and Handling

Shipping and Handling for print materials shown at standard ground rates. Please allow 7-10 business days for order processing and delivery. Expedited or overnight shipping available for some items. Additional fees may apply.

Instructional Empowerment, Inc. will fulfill your order based on the quantity of materials shown on your purchase order. Should you request additional copies of materials, you will be invoiced for the materials plus shipping and handling. Expedited or overnight shipping may apply.

Sales, Use, Value Add and other Taxes

Customers exempt from sales taxes must provide a copy of their current exemption certificate, if applicable. Instructional Empowerment, Inc. reserves the right to charge sales, use, and/or value added tax in addition to quoted product prices as required by taxing authorities, if applicable. Actual sales tax billed will be based on Seller's sales tax collection requirements and Customer's current jurisdiction rates in effect on the date of invoice.

Materials Reprint Licenses

Professional development sessions and related materials are revised periodically to reflect most current research and provide the best possible experience for the learners. Updates to materials covered under reprint licenses will be provided free of charge upon request during the terms of the license. Customers are advised to print only sufficient quantities to cover their immediate training needs.

Recording of Presentations

All audio and video recording is prohibited without written consent from Instructional Empowerment, Inc.

Signature: _____ **Effective Date:** _____/_____/_____

Name (Print): _____ **Title:** _____

Please sign and return with Purchase Order.

THANK YOU FOR YOUR BUSINESS!

OK-Thrive Memorandum of Understanding

This memorandum of understanding ("MOU") is between the Oklahoma State University (OSU) College of Education and Human Sciences ("OSU") and Independent School District No. 16 Payne County, Oklahoma (commonly known as "Stillwater Public Schools" ("District") regarding the OK-Thrive Induction Program. OK-Thrive is a program designed to be a bridge between the university and the classroom. The purpose of OK-Thrive is to provide support in clinical application of pedagogical theory to the novice teacher with the purpose of positively impacting teacher efficacy and retention. OK-Thrive will operate by partnering with a recent OSU graduate's district and school to provide an additional layer of induction support for the first three years of the teacher's career. This agreement will be in effect from August 2024 until May 2025. The following points outline the understandings between and the responsibilities of OSU personnel and the participating District as they relate to OK-Thrive.

Collaboration

- OK-Thrive will schedule collaboration meetings to be held regularly throughout the year with each participating district.
- Representatives from a participating district and a participating school will be invited to join the OK-Thrive District Collaboration Board.
- The District will be involved in conversations about program expansion, specifically expansion to include additional participating schools in the district.
    - This decision will be based on the number of first-year OSU graduates hired in each school as shown on the new hire spreadsheet provided by the district.
    - Participating schools for the upcoming school year will be decided mid-June and will be based on the new-hire information available at that time.

Support

- As an induction support program for OSU graduates, OK-Thrive is intended to supplement, rather than supplant, existing district and school induction efforts. District training and support take precedence over OK-Thrive activities and support. The District is aware of this additional support and approves OK-Thrive on-site access to participating teachers. OSU assures that all OK-Thrive staff will have appropriate background checks on file as required by and in full compliance with Oklahoma law in advance of commencing work under this MOU.

- OSU will provide incentives for teachers who choose to participate in OK-Thrive in various forms. Incentives may include stipends and graduate course credit.

- OK-Thrive will provide support to participating OSU graduates throughout their first three years of teaching in a participating district and school. Support may include OK-Thrive group sessions and workshops (Thrive Sessions), personalized mentoring, and in-class Coaching.

- Once in the program, OK-Thrive teachers will receive 3 years of induction support as long as they remain employed at one of the participating schools in a participating district.

Information Sharing

- The District will provide OK-Thrive leadership the names of first-year OSU graduates hired to teach in the district's schools. OSU will provide a District Hiring Spreadsheet to a designated person in human resources in the spring of each year to collect the names.

- The District will provide the following data to a designated member of the OK-Thrive leadership team in order to evaluate the effectiveness of the OK-Thrive program.

    - Human resources data, which is defined as, teacher retention data (whether a teacher remains employed from year to year). Data sets provided will include teacher certificate number as the identifier for teachers who participate in OK-Thrive, OSU prepared non-OK-Thrive teachers, and other induction teachers and will also include overall non-confidential (open/public) School and District data for the purposes of comparison. No other teacher identifiers will be collected.
- OK-Thrive will provide the District with an electronic copy of an OK-Thrive report, which may include:
    - Self-efficacy, job stress, and job satisfaction survey results
    - Summary of program activities for the year
    - Update on program development
    - Program outcomes, including comparisons of retention rates among OK-Thrive teachers to those of induction teachers in the district and state

- The OK-Thrive leadership team will de-identify all data received from the district for the purposes of reporting. When necessary, data will be reported in aggregate to protect the anonymity of OK-Thrive participants, schools, districts, and students.
- It is not the intention of the parties to form a joint venture or partnership.
- This MOU may not be assigned by either party without prior written consent of the other party.
- This is not a third-party beneficiary contract. No person or entity other than the parties signing this MOU shall have any rights hereunder.
- All notices given hereunder shall be in writing by certified mail, return receipt requested, by personal delivery, or by confirmed fax or email.

DISTRICT	**OKLAHOMA STATE UNIVERSITY**
By:_____	By:_____
	Jeanette M. Mendez, Provost and Senior Vice President
Date:_____	Date:__ ____5/22/2024_____

COMPREHENSIVE
EMPLOYMENT SERVICE AGREEMENT

This Service Agreement is made this ___ day of _____, 2024, by and between Stillwater Public Schools (hereafter, "School") and Oklahoma State School Boards Association Employment Services Program (hereafter, "OSSBA").

The Board of Education of the School has voted to join the OSSBA Employment Services Program for the 2024-2025 school year and agrees to pay OSSBA an administrative fee in the amount equal to $7.00 per employee.

Payment: During the term of this Service Agreement, not more than once each month, ***an amount will be deducted from the School's OSSBA Employment Services Program*** Account until the total annual administrative fee is paid in full. OSSBA records indicate 946 school employees, for a total annual administrative fee of $6,622.00.

The administrative fee will be paid in exchange for employment related services provided by OSSBA, including but not limited to:

1) Providing complete legal representation by an Oklahoma licensed attorney in all aspects of the unemployment claims process before the Oklahoma Employment Security Commission (hereafter "OESC");
2) Auditing the payment of all unemployment claims to ensure the minimum is paid and any overpayments are recovered;
3) Providing quarterly reports of unemployment claims and amounts paid by the OESC to Claimants on the School's behalf;
4) Providing prudent management of School funds deposited in the School's OSSBA Employment Services Program Account;
5) Providing up-to-date Legislative and Administrative Law Updates to keep the School informed of changes that affect unemployment claims and costs; and
6) Providing opportunities for employment training and information.

Information Access: The School will grant to OSSBA Third Party Administrator (TPA) access rights to the School's EZ Tax Express Account administered by the Oklahoma Employment Security Commission (OESC) in order for OSSBA to appropriately administer School's unemployment claims and assist with financial accounting and quarterly contribution reporting. Further, the School agrees to provide OSSBA with access to other information systems administered by the OESC if access is deemed necessary to process unemployment claims on School's behalf.

Additional Deposits: In the event that a payment or deduction from the School's OSSBA Employment Services Program Account would deplete the Account to an amount less than zero (0), the School will be required to make an additional deposit to replenish the Account prior to OSSBA making any payment to the OESC.

Withdrawal of Funds from OSSBA Employment Services Program Account: Upon signing an initial Service Agreement, the School will make an initial deposit in order to establish an OSSBA Employment Services Program Account through which the OSSBA will pay any necessary unemployment claim payments and any other necessary payments to the OESC on the School's behalf. The funds in the Account shall at all times remain School funds. Because the funds in the School's OSSBA Employment Services Program Account remain School funds, the School may withdraw any or all funds from the Account upon providing written notice to the OSSBA.

Term of Agreement: This Service Agreement will be effective for the 2024-2025 fiscal year which ends on June 30, 2025. This Service Agreement may be renewed for a subsequent fiscal year by the Board of Education of the School taking such necessary action.

Revision or termination of Agreement: Either party may revise this Service Agreement with 60 days' written notice to the other party. If either party does not fulfill what it has agreed upon in the above terms, then termination may be made within 30 days' written notice to the other party.

Signed:

Shawn Hime
OSSBA Executive Director

04/25/2024
Date

School Board President or Designee
Stillwater Public Schools 477

Date

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PowerSchool
Powering Brighter Futures

Remit Email: rakshitha.a@powerschool.com
Quote Date: 29-APR-2024
Quote #: Q-931667-1

Sales Quote - This is Not An Invoice

Prepared By:	Rakshitha A	Customer Contact:	Michael Arnold
Customer Name:	Stillwater Independent School District 16	Title:	Chief Financial Officer
Contract Term:	12 Months	Address:	314 S Lewis St
Start Date:	1-JUL-2024	City:	Stillwater
End Date:	30-JUN-2025	State/Province:	Oklahoma
Billing Frequency:	Annually	Zip Code:	74074
		Phone #:	(405)533-6300

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2024 - 30-JUN-2025 License and Subscription Fees			
Perform Classified	6,000.00	Students	USD 6,300.00
TalentEd Records - Professional	1.00	Students	USD 21,025.45
Applicant Tracking	1.00	Students	USD 7,008.49

License and Subscription Totals: **USD 34,333.94**

Quote Total

Initial Term	**1-JUL-2024 - 30-JUN-2025**
Amount To Be Invoiced	**USD 34,333.94**

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Mar2024/, as may be amended.

By either (i) executing this quote or (ii) accessing the services described herein, Customer agrees that the subscription for such services will continue for succeeding subscription periods on the same terms and conditions as set forth herein (subject to a standard annual price uplift) unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the current subscription period.

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THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Signature:

Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 22-APR-2024

Stillwater Independent School District 16

Signature:

Printed Name:

Job Title:

Date:

PO Number: _____

STILLWATER PUBLIC SCHOOLS

STILLWATER BOARD OF EDUCATION

PREPARED BY: Dr. Janet Vinson, Assistant Superintendent
APPROVED BY: Uwe Gordon, Superintendent
DATE: June 11, 2024

AGENDA ITEM: 4M

Educational Services Contracts for FY 24-25:

1) Advanced Therapy Solutions (Speech/Occupational Therapy Evaluations Agreement)
2) ARH Therapy, Inc (Occupational Therapy Services Agreement)
3) Aspire Oklahoma LLC (Behavioral Consultation Services Agreement)
4) CCOSA (District Level Services Program Agreement)
5) Counseling and Behavioral Specialists of Oklahoma, LLC (Behavioral Therapy Services Agreement)
6) CREOKS Health Services (Behavioral Consultation Services Agreement)
7) Danielle Torres (Psychology Services Agreement)
8) Educational Diagnostic Testing Services, LLC (Psychology Services Agreement)
9) Evaluation Works, LLC (Psychology Services Agreement)
10) Golden Oaks Village of Stillwater, LLC (Early Childhood Partnership)
11) GRAND Mental Health Center (Counseling Services Agreement)
12) Hughton Mifflin Harcourt Math 180/Read 180 (Instructional Program Purchase Agreement)
13) Hometeam Behavioral Health, LLC (Applied Behavioral Analysis Services Agreement)
14) Infinite Campus (Student Information Services Agreement)
15) Instructure (Student Learning Management Systems Agreement)
16) Kari Fields (Physical Therapy Services Agreement)
17) Kathryn Beaman (Behavioral Consultation Services Agreement)
18) Meridian Technology (Gateway to Technology Program Agreement)
19) Motor Mouth Therapy, LLC (Occupational Therapy Services Agreement)
20) NWEA (Instructional Program Purchase Agreement)
21) Oklahoma Department of Human Services (School Based Services Agreement)
22) Oklahoma Department of Rehabilitation Services (Transition School-to-Work Work Study Agreement)
23) Oklahoma State University Office of Educator Support (Student Teaching Affiliation Agreement)
24) OK Therapy Consultants (Occupational Therapy Services Agreement)
25) Payne County Youth Services, Inc. (Counseling Services Agreement)
26) Shannan Frohock (Hearing Impaired Students Agreement)
27) Stillwater First United Methodist Church (Early Childhood Services Agreement)
28) TheraBrand/Angela Brand Physical Therapy, LLC (Physical Therapy Services Agreement)
29) Therapy Specialists (Speech/Language Evaluation Services Agreement)
30) Turning Point Ranch Foundation (Therapeutic Horseback Riding Program Agreement)

BOARD ACTION REQUESTED:

Motion to Approve Contracts for 2024-2025.

BACKGROUND INFORMATION:

1) Speech-Language Therapy Services with Advanced Therapy Solutions
Advanced Therapy Solutions provides special education evaluations for Occupational Therapy and Speech Language when a parent has requested an Independent Educational Evaluation. They may also provide evaluations for the district during the summer months when employees of the district are not on contract.

2) Occupational Therapy Services Agreement with ARH Therapy, Inc.
Andrea Hutchings is an Occupational Therapist with ARH Therapy who provides Occupational Therapy for special education students across the district as mandated by the students' IEPs. These services include evaluations, consultations, meeting attendance, report writing, and supervision of COTAs.

3) Behavioral Consultation Services Agreement with Aspire Oklahoma, LLC.
This agreement allows Aspire staff to enter SPS school buildings for the purpose of observation and consultation related to children who are their clients. This service is not billable to the district. Aspire staff works with school staff to develop plans that address behaviors in the school setting.

4) District Level Services Contract with CCOSA
CCOSA agrees to provide legal and financial services as well as professional learning opportunities for SPS at the rate of $2,500 for 2024-2025. CCOSA will also provide IT services, website services, administrative management services, student achievement and district and state level education analytics at discounted rates.

5) Counseling and Behavioral Therapy Services Agreement with Counseling and Behavior Specialists
This agreement allows CBSO staff to enter SPS school buildings for the purpose of observation and consultation related to children who are their clients. This service is not billable to the district. CBSO staff works with school staff to develop plans that address behaviors in the school setting.

6) Counseling Services Agreement with CREOKS Health Services
CREOKS agrees to work with Stillwater Public Schools to provide licensed mental health counseling services for any student regardless of insurance status at the elementary and secondary schools. There will be no charge to the district for these services.

7) Psychology Services Agreement with Danielle Torres
Danielle Torres is a certified School Psychologist who provides psycho-educational evaluations for students who are being considered for special education eligibility or are already placed in special education. She also reviews records to determine if students require additional evaluations and attends Manifestation Determination Review meetings for special education students who have been suspended.

8) Psychology Services Agreement with Educational Diagnostic Testing Services, LLC
Tamara Schrick is a certified School Psychologist with Educational Diagnostics Testing Services, LLC who provides psycho-educational evaluations for students whose parents have requested an Independent Educational Evaluation. This contract will allow the district to meet federally mandated timelines associated with IDEA and Section 504.

9) Psychology Services Agreement with Evaluation Works, LLC
Dr. Jose Hernandez is a certified School Psychologist with Evaluation Works, LLC who provides psycho-educational evaluations for students who are being considered for special education eligibility or are already placed in special education. He also reviews records to determine if students require additional evaluations and attends Manifestation Determination Review meetings for special education students who have been suspended.

10) Early Childhood Partnership Agreement with Golden Oaks
Golden Oaks, LLC agrees to partner with Stillwater Public Schools for the development of an “intergenerational” early childhood educational program for four-year-old children. Golden Oak’s elderly residents are given the opportunity to interact with and participate in limited aspects of the program as classroom volunteers. Golden Oaks will provide the classroom space for the program.

11) Counseling Services Agreement with Grand Mental Health Center
Grand Mental Health Center agrees to work with Stillwater Public Schools to provide licensed school-based mental health counseling services for any student regardless of insurance status at the elementary and secondary schools. The services provided shall include, without limitation, crisis assessments and evaluations determining specific therapeutic needs; plan and provide appropriate therapies and activities; access, modify and improve the services provided for each student as dictated by the student's individual needs and consistent with the term of this agreement; orient, train and consult with professional and nonprofessional staff in treatment techniques that can be used in the classroom; and providing verbal and/or written reports to the district as needed.

12) Instructional Program Purchase Agreement with HMH Math 180/Read180
HMH's Math 180/Read180 program is provided through a digital platform that directly syncs with the screener NWEA. Once a student has been assessed through NWEA, it places a student immediately into various options based on a school site's implementation plan. Secondary students will have targeted instruction in reading to support academic progress through age appropriate texts so that students can also gain self-efficacy.

13) Applied Behavioral Analysis Services Agreement with Hometeam Behavioral Health, LLC
This agreement allows Hometeam Behavioral Health staff to enter SPS school buildings for the purpose of observation and consultation related to children who are their clients. This service is not billable to the district. Hometeam staff works with school staff to develop plans that address behaviors in the school setting. This is a new contract.

14) Student Information Services Agreement with Infinite Campus
Campus Learning is a suite of learning tools that pairs with our current student information system, Infinite Campus. The $12,040 that will be spent to purchase Campus Learning will provide a grade pass back feature with Canvas for eligibility reporting, lesson planning tools within Infinite Campus that are available for all sites and a standard based assessment system.

15) Student Learning Management Systems Agreement with Instructure
Instructure is the company through which we purchase Canvas, the most widely used learning management system in secondary and post secondary schools. Canvas was piloted in the 2023'-2024' school year with a select group of teachers at the junior high. After piloting this platform and a positive response from teachers we have decided to move to a full implementation of Canvas at both SJHS and SHS. This $53,968.80 purchase covers the expense of student and teacher licenses, studio licenses, and 24x7 tier one support. This purchase supports both our 1:1 initiative and secondary student's transitions into post secondary education.

16) Physical Therapy Services Agreement with Kari Fields
Kari Fields is a Physical Therapist who provides PT for special education students across the district as mandated by the students' IEPs. These services include evaluations, consultations, meeting attendance, and report writing.

17) Classroom Observation Experience with Kathryn Beaman
This agreement allows Dr. Kathryn Beaman to enter SPS school buildings for the purpose of observation and consultation related to children who are their clients. This service is not billable to the district. Dr. Beaman works with school staff to develop plans that address behaviors in the school setting.

18) Gateway to Technology Program Agreement with Meridian Technology Center
Stillwater Public Schools will provide the Stillwater Middle School Gateway to Technology Program and Meridian Technology Center will provide supplemental funding for the program in the sum of $50,000.00. The funding award is for classroom and/or lab costs of the program. The program for 6th - 8th grade students is designed to actively engage learners in hands-on projects and career exploration in an effort to increase student interest in viable careers and continued education and training. This grant will continue on an annual basis as long as adequate funding is available and program evaluations continue to provide positive indicators for continued support.

19) Occupational Therapy Services Agreement with Motor Mouth Therapy
Motormouth Therapy provides Certified Occupational Therapy Assistant (COTA) services to the district. The Motormouth COTAs work with and are supervised by a district Occupational Therapist while providing therapy services to special education students across the district.

20) Instructional Program Purchase Agreement with NWEA
NWEA is a vendor that provides an online digital platform for educators to screen students in reading, math, science, and other targeted areas at the secondary level. The purpose of using NWEA is for beginning-of-the-year, middle-of-year, and end-of-year data to measure student growth in math and reading. The Middle School successfully used this tool for the 23-24 school year and the district is now adopting it for use in 6th -12th grades.

21) School-Based Services Agreement with Oklahoma Department of Human Services
The OKDHS agreement will provide a School-Based Specialist to be placed in the school. The School-Based Services Program is a contractual and collaborative partnership between OKDHS and local school districts. Through the partnership, a School-Based Specialist (SBS) is placed in the school with the dedicated purpose of providing a human service connection and support to the children and families served by the school, as well as

the school's teachers and administrators. SPS will provide office space and pay 20% of the salary, benefits and administrative costs.

22) Transition School to Work Agreement with Oklahoma Department of Rehabilitation Services
SPS partners with Oklahoma Department of Rehabilitation Services to provide transition services and training in a vocational setting for special education students. This partnership allows students to be able to work in community-based settings and receive payment from the district which is reimbursed by OKDRS.

23) Student Teaching Affiliation Agreement with Oklahoma State University Office of Educator Support
The agreement with OSU OES concerns the field clinical experiences for OSU students within Stillwater Public Schools. The students will be required to submit a cleared background check. Upon completion of the field clinical experience and online evaluation, OSU OES will award cooperating teachers with Certificates of Professional Development which are tuition waivers for courses at OSU.

24) Occupational Therapy Services Agreement with Oklahoma Therapy Consultants
Oklahoma Therapy Consultants provides Occupational Therapy for special education students across the district as mandated by the students' IEPs.These services include evaluations, consultations, meeting attendance, report writing, and supervision of COTAs.

25) Counseling Services Agreement with Payne County Youth Services, Inc.
Payne County Youth Services, Inc. agrees to work with Stillwater Public Schools to provide licensed counseling services for Stillwater Public Schools students who are referred for counseling by their school counselors. The services provided shall include, without limitation, development of a counseling treatment plan for each student, providing counseling on an ongoing basis, providing consultations with teachers and parents as needed, participation in student-focused and program-focused meetings and completing documentation forms.

26) Consultant Services for Hearing Impaired Students Agreement with Shannan Frohock
Shannan Frohock is a certified teacher for the Deaf and Hard of Hearing. She develops and implements IEPs for all students in the district who have been identified as having Hearing Impairment or Deafness. She also provides consultation and records reviews for students who have Central Auditory Processing impairments. This includes management of audio equipment placed in classrooms across the district.

27) Early Childhood Services Agreement with Stillwater First United Methodist Church
Stillwater First United Methodist Church (SFUMC) and Stillwater Public Schools agree to collaborate regarding the requirements of a public school Pre-Kindergarten program and to facilitate the enrollment of four and five-year-old children residing within the boundaries of Stillwater Public Schools. Stillwater Public Schools will provide certain supplemental instructional materials as it deems appropriate. SFUMC will provide enrollment and reporting required by the State of Oklahoma for pupil accounting purposes or otherwise.

28) Physical Therapy Services Agreement with Thera-Brand Physical Therapy, LLC
TheraBrand/Angela Brand is a Physical Therapist who provides PT for special education students across the district as mandated by the students' IEPs. These services include evaluations, consultations, meeting attendance, and report writing. No changes from the previous year.

29) Speech/Language Evaluation Services Agreement with Therapy Specialists
Therapy Specialists provide special education evaluations for Occupational Therapy and Speech Language when a parent has requested an Independent Educational Evaluation. They may also provide evaluations for the district during the summer months when employees of the district are not on contract.

30) Therapeutic Horseback Riding Program Agreement with Turning Point Ranch Foundation
Turning Point Ranch provides therapeutic horseback riding for special education students in the district. Turning Point is accredited at the Premier Level by the Professional Association of Therapeutic Horsemanship International. In addition to therapeutic riding experiences, Turning Point incorporates classroom experiences for students to learn and expand their skills in many areas of transition and literacy.

INDEPENDENT CONTRACTOR'S AGREEMENT
TO PROVIDE PSYCHOLOGY SERVICES

THIS AGREEMENT is entered into by and between Independent School District No. 16 of Payne County, Oklahoma, d/b/a Stillwater Public Schools ("District"), and Advanced Therapy Solutions ("Contractor") on this 11th day of June, 2024.

RECITALS

WHEREAS, Contractor desires to perform speech/language evaluation services for the District on the terms and conditions specified in this Agreement.

WHEREAS, Contractor is qualified to perform the services contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the above recitals, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Contractor shall provide speech/language evaluation services for the District, which shall include evaluations for the purpose of special education, eligibility report writing, and other related services as requested by the District.

2. **LOCATION OF SERVICES.** Contractor shall primarily perform services at the District. All equipment and materials supplied to Contractor by the District, if any, for the performance of services under this Agreement shall remain property of the District and shall not be removed from the District without prior authorization of the District. Contractor may perform services not involving in-person contact with students, such as writing reports and consulting, from the address listed for Contractor shall remain his property.

3. **TERM.** The term of this Agreement shall begin on July 1,, 2024, and shall terminate on June 30th, 2025. However, the District may terminate this Agreement without cause after providing written notice to the Contractor of the intended termination at least thirty (30) calendar days prior to the date of the intended termination. The Contractor shall notify the District, in writing, at least sixty (60) calendar days prior to voluntarily severing or

terminating this Agreement. If either party fails to perform in a timely manner or fails to perform in accordance with the provisions of this Agreement, or otherwise breaches its obligations under this Agreement, and fails to cure such breach within ten (10) calendar days after notice from the other party, the other party may terminate this Agreement without further notice or demand.

4. **DUTIES.** Contractor shall report to and coordinate activities with an administrator designated by the Superintendent of the District. The administrator assigned to act in all manners pertaining to this Agreement and to receive notices hereunder, authorize services, accept and approve all reports, drafts, products and invoices is the Director of Special Services. Contractor covenants and agrees to and shall provide services under this Agreement with reasonable diligence and promptness and in accordance with all terms and conditions set forth in this Agreement, in accordance with policies, rules, and regulations of the District, and in accordance with the highest professional standards in the field.
5. **TIMEKEEPING.** Contractor will maintain an accurate report of time worked and services rendered and submit an itemized invoice for services performed in the previous month to the District by the second (3rd) day of the current month.
6. **COMPENSATION AND PAYMENT.** Based on the completion of services described above, the Contractor shall receive compensation according to the rate agreement appended to this Agreement. Contractor agrees to submit an itemized bill for services provided for the prior month by the 2nd day of the current month. The District agrees to pay the sum of the monthly bill per the rate set forth in this agreement to Contractor by the 28th day of the current month.

7. **INDEPENDENT CONTRACTOR.** It is agreed and understood that Contractor is an independent contractor and that the District shall exercise no supervisory authority or control over Contractor or Contractor's employees, if any, in the performance of this Agreement. It is not the intent of the parties to form a joint venture or partnership of any kind. No other compensation will be paid to Contractor except as specified by the terms of this Agreement. Neither Contractor nor Contractor's employees shall be deemed to be agents or employees of the District and any representation to the contrary by Contractor or his employees shall constitute a violation of this Agreement and shall be grounds for immediate termination, notwithstanding the notice provision in Paragraph 3 of this Agreement. Contractor shall comply with all provisions of state, local, and federal laws, regulations, ordinances, and requirements that are applicable to the performance of the services hereunder.
8. **STUDENT RECORDS.** Contractor acknowledges and agrees that all student files and/or records (including, without limitation, any electronic files and/or records and copies of any files and/or records), including, but not limited to, education and counseling records, created, compiled, supplemented, or modified, by Contractor during the term of this Agreement with respect to students who receive services under this Agreement are and will remain the sole property of the District.
9. **INSURANCE.** Contractor shall obtain and maintain general and professional liability insurance, including malpractice insurance, in an amount of not less than $1,000,000 for each occurrence, at his own expense, and shall provide written proof of such coverage upon request.

10. **LICENSES.** Contractor represents and warrants that he/she is a Licensed Speech Language Pathologist and has all the licenses and credentials required under Oklahoma and federal law to perform the services contemplated by this Agreement. A copy of any such licenses and credentials will be provided to the District upon request. If at any time during the term of this Agreement, any or all of Contractor's applicable licenses or credentials lapse or are removed. Contractor must provide immediate notice to the District and shall not provide or charge for further service.
11. **NOTICES.** Any notices required to be given hereunder shall be deemed sufficient if delivered personally or if sent by U.S. Certified Mail, Return Receipt Requested, to the parties at the address set forth below:

    To District: Stillwater Public Schools
    Attn: Superintendent
    314 South Lewis Street
    Stillwater, Oklahoma 74074

    To Advanced
    Therapy Solutions: Advanced Therapy Solutions/Abby O'Dell
    120 N. Perkins Rd, Suite F
    Stillwater, OK 74075

12. **ASSIGNMENT.** Neither this Agreement, nor any of the services or work to be performed under this Agreement, may be assigned, in whole or in part, by Contractor without the prior written consent of the District. Contractor represents and warrants that he is a sole practitioner and has no officers, agents, employees or contractors employed or associated with him.

13. **INDEMNIFICATION OF DISTRICT.** Contractor agrees to and shall defend, indemnify, and hold the District, its officers, administrators, board members, employees, agents, assigns, and attorneys harmless from and against any and all liability, loss or expense, including reasonable attorneys' fees, and/or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Contractor.
14. **SAFETY AND WELFARE.** The District and Contractor agree that student safety is a top priority. Contractor agrees that he will not assign anyone to assist him in performing the duties contemplated by this Agreement. Further, if he seeks and obtains permission to be accompanied by an assistant, he shall not allow anyone on District property, whether as an officer, agent, employee or contractor, who has been convicted of a felony within the past 10 years or at any time has been convicted of, or pled guilty or no contest to a charge involving illegal chemical substances or a sexual offense. Contractor hereby certifies that he is not currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Offender Registration Act. Contractor shall submit written proof to the District's Department of Special Education and Student Services that he has passed background checks including a nationwide criminal check, multistate sex offender check, OSBI criminal check, and a current drug screening prior to entering upon District property. If, at any time, Contractor demonstrates actions that are inappropriate or create a disruption at any District site, the site principal, Superintendent, or Superintendent's designee may require that he leave District property and not return without specific permission of the District.

15. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreement and understandings of the parties with respect to the matters covered by this Agreement. This Agreement may not be amended or modified at any time without prior written consent of both parties.
16. **INVALID PROVISION.** The invalidity or unenforceability of any provision of this Agreement shall not affect any other provision. This Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
17. **WAIVER.** The waiver or waivers by the District of any breach or non-performance by Contractor shall not constitute a waiver of any subsequent breach, nor in any way affect the District's ability to enforce each and every provision at any time thereafter.
18. **GOVERNING LAW.** This Agreement shall be governed by, interpreted and construed in accordance with the procedural and substantive laws of Oklahoma.

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, agree to the terms and conditions herein.

Independent School District No. 16 of Payne County, Oklahoma	Abby O'Dell, Advanced Therapy Solutions
_____	Abby O'Dell 03/24/2024
President, Board of Education Date	Abby O'Dell Date

Advanced Therapy Solutions
120 N. Perkins Rd, Suite F
Stillwater, OK 74075
405-564-2701

Services to Stillwater Public School district during the 2024-2025 school year shall be paid according to the following rates:

Speech Sound Production, Language Comprehension and Expression: $225

*All assessments will include a written report.

*Payments/checks are to be made to Advanced Therapy Solutions

OCCUPATIONAL THERAPY SERVICES AGREEMENT

School Year 2024-2025

This Occupational Therapy Services Agreement (the "Agreement") dated as of the 1st day of July, 2024, is between Independent School District No. 16 of Payne County, Oklahoma ("Stillwater Schools") with a notice address of 314 S. Lewis, Stillwater, Oklahoma 74074, and. ("CONSULTANT"), with a notice address of ARH Therapy Inc., 22655 Sams Dr., Edmond, OK 73025.

In consideration of the mutual terms, covenants and conditions specified in this Agreement, Stillwater Schools and CONSULTANT agree as follows:

1. **Occupational Therapy Services**. CONSULTANT agrees to make available to Stillwater Schools the services of a certified occupational therapist (OTR) for up to 1280 hours during the term of this Agreement, and such additional time as the parties agree for the compensation set forth herein. The specific starting date for OTR to deliver services will be mutually determined by CONSULTANT and Stillwater Schools.

2. **OTR Duties**. The OTR shall provide such occupational therapy services as indicated by the Stillwater Schools' student's Individualized Education Program or 504 Accommodation Plan as established by the OTR (the "OTR Services"). The OTR Services shall include, without limitation, establishing a plan of care, recording student's progress, preparing materials and assembling equipment used during treatment, participation in student-focused meetings and program-focused meetings, and completing paperwork as determined by Stillwater Public Schools. All equipment and materials to be used in treatment together with documentation forms will be provided by Stillwater Schools.

3. **Certification and Licensure**. CONSULTANT represents and warrants that the OTR Services will be provided only by a certified occupational therapist licensed by the State of Oklahoma. CONSULTANT further warrants that it has conducted sex offender background checks on the OTR and determined that neither has a criminal history.

4. **Supervision**. CONSULTANT acknowledges that any COTA contracted or employed by Stillwater Public Schools will be supervised by the OTR, who will be responsible for evaluating the performance of the COTA. Any change in the designated supervisor for the OTR or COTA will be communicated to Stillwater Schools in writing. The OTR will report directly to and be overseen by the Office of Special Services.

5. **Confidentiality**. CONSULTANT agrees that the OTR shall adhere to all state and federal laws regarding the confidentiality and privacy of the education records and patient healthcare records of students and students with disabilities.

6. **Insurance**. CONSULTANT represents and warrants that the OTR is insured under the CONSULTANT's professional liability policy in a minimum amount of $2,000,000.00 per incident/occurrence and $4,000,000.00 aggregate, and that such insurance covers the OTR when providing the OTR Services and under this agreement. CONSULTANT agrees to maintain the foregoing insurance policy at all times while this Agreement is in effect and agrees to notify Stillwater Schools immediately should the foregoing policy be canceled. CONSULTANT will provide Stillwater Schools with copies of the foregoing insurance policy.

7. **Billing**. CONSULTANT agrees to submit itemized bill for services provided for the prior month by the 3rd day of current month. Stillwater Schools agrees to pay the sum of the monthly bill per the rate set forth in Section 8 to CONSULTANT by the 28th day of the current month. Each invoice shall contain a detailed statement of the OTR Services and performed including dates and times. All travel within district and to locations outside of district boundaries in order to provide agreed upon services, as requested by Stillwater Public Schools. Commute/travel to and from district is not an included service and Stillwater Public Schools will not be responsible for expenses incurred by therapist's commute.

8. **Compensation**. Stillwater Schools agrees to pay CONSULTANT the sum of $85.00 per hour for the OTR Services.

9. **Term and Termination**. This Agreement is effective as of July 1, 2024, and shall continue in effect through June 30, 2025, unless terminated earlier as provided herein. Either party may terminate this Agreement upon fourteen (14) days' written notice.

10. **Independent Contractor Status**. Each party is acting as an independent contractor and no employee or subcontractor of either party shall be deemed to be employee of the other. Neither party undertakes by this Agreement or otherwise, to perform any obligation of the other party, whether regulatory or contractual, or to assume any responsibility for the other party's actions, business or operations. Neither party shall have the authority to bind, commit or incur any liability on behalf of the other party or to otherwise act in any way as an agent or representative of the other party.

11. **Force Majeure**. Neither party shall be responsible for any failure or delay in the performance of any obligations due to any cause beyond its reasonable control, including, but not limited to, any such delay or failure arising from third party labor disputes, third party strikes, other third party labor or industrial disturbances, acts of God, pandemic, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, fire, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, and new or changed regulations or orders of any governmental authority; provided that the party claiming force majeure event has given the other party reasonably prompt notice of the event.

12. **Notices**. All notices given hereunder shall be in writing and shall be given or sent by (i) certified, first class, U.S. mail to the parties at the addresses herein or at such other

addresses of which either party may give notice; (ii) confirmed facsimile; or (iii) nationally recognized courier service to the parties at the addresses herein or at such other addresses of which either party may give notice.

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

INDEPENDENT SCHOOL DISTRICT NO. 16
OF PAYNE COUNTY, OKLAHOMA

By: _____
President, Board of Education

ARH Therapy, Inc.

By: Andrea Hutchings
Andrea R. Hutchings, OTR/L

Stillwater Public Schools

Behavioral Consultation Services Agreement

School Year 2024-2025

This Agreement is entered into on the 1st day of July, 2024 by and between Independent School District No.16 of Payne County, Oklahoma ("District") and Aspire Oklahoma, LLC ("Provider"), together referred to as the Parties.

RECITALS:

WHEREAS, the District and Provider desire to enter into a service agreement mutually advantageous to both parties.

WHEREAS, the District agrees to allow access to school-based behavioral therapy services from the Provider for private insurance-eligible students for the 2024-2025 school year at District's elementary and secondary schools.

WHEREAS, Provider desires to provide school-based behavioral therapy services and family support services under the terms and conditions of this Agreement and pursuant to private (non-school) compensation arrangements herein referenced.

NOW, THEREFORE, the parties agree as follows:

1. Provider shall designate Provider Employee(s) to deliver behavioral therapy to students and consultation services to staff at the assigned schools. The Provider Employee will possess licensure as a Board-Certified Behavior Analyst or be under supervision of a Board-Certified Behavior Analyst in preparation for licensure in the State of Oklahoma.
2. The Provider Employee, with parent permission, will provide services to eligible District students, that include Applied Behavioral Analysis Therapy, case management, and (as relevant to services) attendance of student-focused meetings- all of which are subject to the expectations of the Special Services Office and/or the principal of the school to:
    a. Determine specific therapeutic needs, plan and provide appropriate therapies and activities, and assess, modify and improve services provided to each student as dictated by the student's individual needs and consistent with the terms of this Agreement;
    b. Orient, train and consult with professional and nonprofessional staff in treatment techniques that can be used in the classroom;
    c. Provide verbal and/or written reports to the District on a mutually agreeable schedule;
    d. Provide in-service training for staff and families as mutually agreed upon by Parties to this Agreement;

3. In the event that the Provider Employee providing services under this Agreement is not providing services in accordance with the stated direction of the Special Services Office and/or the principal, the designated Provider administrative representative will be contacted. In the event that said issues are not resolved, Provider will, upon written request by the District, immediately remove Provider's Employee from the school. In addition, all issues Provider's Employees have will be managed through Provider and not the District.
4. Provider is an independent contractor and acknowledges and agrees that Provider's Employees are employees of Provider and not the District. Nothing in this Agreement shall be construed to constitute the Provider as an agent or employee of District, nor shall anything contained in this Agreement be construed to constitute the District as an agent of the Provider. All wages, taxes, benefits and other employment-related expenses and duties associated with the Provider 's Employee are the sole responsibility of Provider.
5. Services under this Agreement will extend from July 1, 2024 to June 30, 2025. The Provider Employee will provide services at the assigned school site only during school hours; upon appointment, when the particular school is in session according to the District's 2024-2025 school calendar. Provider must have parent permission to provide services during the school day and Provider is solely responsible for obtaining parent permission in writing.
6. Provider will maintain all records, logs and documentation, including progress notes, prepared by the Provider Employee concerning students in compliance with the Family Educational Rights and Privacy Act {FERPA) and any other applicable state and federal laws regarding the confidentiality of student information.
7. Provider agrees to and shall defend, indemnify and hold the District, its officers, administrators, board members, employees, agents, assigns and attorneys harmless from and against any and all liability, loss or expense, including reasonable attorneys' fees, or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Provider, its officers, agents, employees, or contractors.
8. Provider agrees that prior to entering into this Agreement, Provider has obtained a Commercial General Liability ("CGL") insurance policy and Professional Liability insurance policy (PL) insuring Provider in an amount not less than $1,000,000.00 for each occurrence, at its own expense, and will provide written proof of such coverage, upon request.
9. Further, Provider affirms that its employees and any subcontractor who will be on District property and acting on behalf of Provider 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.

10. Provider Employees will operate in accordance with the applicable federal and state laws and regulations and District policies, rules, regulations and applicable guidance. District personnel will supervise the day-to-day provision of these services.
11. The District and Provider agree that student safety is a top priority. In an effort to protect student safety, Provider agrees that it will neither hire nor assign any individual whether as, officer, agent, employee, or contractor, who has been convicted of a felony or who has been convicted of any crime involving moral turpitude. Provider shall submit written proof to the District's Special Services Office that all applicable Provider Employees have passed background checks and had training in universal precautions, CPR and first aid, prior to entering any school to provide services pursuant to this Agreement. The District Special Services Office shall thereafter submit a list of approved Provider Employees who have met these criteria to the assigned school. All Provider Employees must have in their possession, at all times, a current photo ID which identifies them as a staff member
    of Provider. If, at any time, a Provider Employee demonstrates act ions which are inappropriate and create a disruption within the school, the principal may request them to leave and discontinue allowing them to see the student during the school day.
12. Before providing services to a particular student on school property, Provider must provide proof that they have sought and obtained written permission from the student's parent/guardian. Provider Employees may see a student only at the time specified by the principal. Provider shall insure that the Special Services Office has a current list of all students being served by the Provider.
13. A designation of Services by the Provider or a Provider Employee may not be written into a student's IEP or 504 Plan.
14. Provider acknowledges District's COVID-19 requirements for District's staff and for Provider Employees when on District campuses. Provider agrees that its employees; shall not enter any District site without checking their temperature to ensure a temperature below 100.4(F); have not tested positive for COVID-19; and have not, to their knowledge, been exposed to a person with COVID-19. Provider also agrees to adhere to District's mask requirements for individuals present at its sites as well as requirements for physical distancing and disinfection.
15. The Special Services Office will design a program review component with Provider to assess the guidelines and processes related to the delivery of services pursuant to this Agreement.
16. Either Provider or the District may choose to discontinue services during the term of this Agreement for any reason with 30 (thirty) calendar days' written notice. Any such termination of this Agreement by the District may be effectuated by the Superintendent of the District or the Superintendent's designee.
17. No failure or delay in the exercise of any right, remedy, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise of any

right, remedy, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law or in equity.

18. Provider, under no circumstances, will bill or attempt to bill the District for any services provided. All Provider compensation will be arranged through the student's private insurance carrier.
19. THIS CONTRACT IS NOT ASSIGNABLE, AND THE OBLIGATIONS OF THIS CONTRACT MAY NOT BE SUBCONTRACTED OR OTHERWISE DELEGATED TO OTHERS.
20. This Agreement constitutes the entire agreement of the parties with respect to the subject matter, and may be amended only in a writing signed by both Parties.

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

INDEPENDENT SCHOOL DISTRICT NO. 16
OF PAYNE COUNTY, OKLAHOMA

_____
President, Board of Education

_____
DATE

ASPIRE OKLAHOMA, LLC

Sandra Reese-Keck
Sandra Reese-Keck, M.Ed., ABSNP, BCBA, LPC,
Owner

3/20/24
DATE

CCOSA
The Cooperative Council for
Oklahoma School Administration

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

CCOSA's District Level Services (DLS) Program
(Agreement 2024-2025)

This letter sets out the Agreement between the Cooperative Council for Oklahoma School Administration (CCOSA) and Stillwater School District No. 16 of Payne County, Oklahoma (District) concerning the District's participation in **CCOSA's District Level Services Program** (Program) for the fiscal year ending June 30, 2025.

For participating Oklahoma cooperatives, interlocals, and technology centers, the cost of participation will be determined based upon the total 2022-23 ADM for your district.

P.O. CALCULATION GRID

County Name: Payne

County Number: 60

District Name: Stillwater

District Number: I016

P.O. CALCULATION GRID

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

ADM (2022-23)	TOTAL COST
6,000	**$2,500.00**

Purchase Order Number: _____

Purchase Order Amount: $2,500.00

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

CCOSA
The Cooperative Council for
Oklahoma School Administration

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

Superintendent Certification of Participation

I certify that on the 11th day of June 2024, the Board of Education of Stillwater Public Schools voted to allow our school district to participate in the CCOSA District Level Services Program. The Stillwater Board of Education has encumbered $2,500.00 for the purpose of participating in the CCOSA District Level Services Program. The Board of Education acknowledges that participation in the Program will result in the provision of **advisory services** to designated administrators with Stillwater Public Schools.

Signature of Superintendent

Date

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

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

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

The term of this Agreement begins on the date it is approved by the District's Board of Education and ends on June 30, 2025. Either the District or CCOSA may terminate this Agreement upon notice in writing to the other party. However, a delay in contract approval could result in your district missing valued services and workshops!

CCOSA
The Cooperative Council for
Oklahoma School Administration

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

CCOSA's District Level Services (DLS) Program

Designated Administrator Contact Form 2024-2025

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

Designated Administrators
(based upon each district's size in ADM for the 2022-23 school year)

ADM	# of eligible administrators
10,000 +	3
1 to 9,999	2

ADMINISTRATOR	PHONE NUMBER	EMAIL ADDRESS
Janet Vinson	405-707-5046	jvinson@stillwaterschools.com
Melisa Kifer	405-707-5031	mkifer@stillwaterschools.com
*		

*only if ADM exceeds 10,000

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

CCOSA
The Cooperative Council for
Oklahoma School Administration

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

[RENEWAL]

Dear Superintendent:

Thank you so much for being a part of CCOSA District Level Services (DLS) last year! Your support allows us to continue to provide quality services and support to our members and your districts. Please find attached your renewal contract for 2024-2025. We appreciate you!

CCOSA offered more professional learning (PL) support last year, as was requested, and had a tremendous response from districts. Again this year, the CCOSA DLS Program continues to include Free Online Professional Learning (PL) for the beginning-of-the-year PL that fulfills state and national requirements and is available for ALL staff members to access and use. The 2023-2024 school year was one of our most successful years yet, completing **nearly 30,000 trainings** across all enrolled school districts. This number continues to climb each year. Every school district is offered quarterly production reports to show how their staff have utilized the available training. You can review descriptions of additional PL opportunities on the attached flyer.

This quality program will empower leaders with budgetary acumen to plan for and implement innovative programs and evidence-based interventions that not only serve to mitigate learning and opportunity gaps but also create future-focused strategies within our schools to move students toward their ultimate goals. As Oklahoma's preeminent school leadership organization, we have identified practical resources that school districts can immediately apply to support effective leadership, teacher support, and student learning.

Dr. Matt Posey, Bethel Superintendent, recently shared that "CCOSA's District Level Services Program is really benefited my district with general and customized professional development." In its eighth year, this program continues to advance with member school districts taking advantage of numerous opportunities to save money and to learn professionally. Membership costs depend upon the size of the district (see enclosed calculation grid).

Districts that formerly participated in CCOSA's Legal and/or Financial Assistance Program(s) will have the option to continue membership in those programs. However, to retain your current benefits and access these additional benefits, districts must join the District Level Services Program.

For CCOSA DLS renewal, please place the following item on an **upcoming Board agenda**:

> **Discussion, motion and possible action to approve or not to approve entry into an agreement with the Cooperative Council for Oklahoma School Administration (CCOSA) to participate in the CCOSA District Level Services Program for the 2024-25 fiscal year.**

When the Board approves the agreement, please return a completed copy of the enclosed contract and forms (3 pages) to **Jen Knight (jennifer@ccosa.org) or fax to 405.524.1196 (ATTN: Jen Knight),** and keep a copy for your District files.

We look forward to working with you. Please contact me, Pam Deering (deering@ccosa.org), General Counsel Andrea Kunkel (kunkel@ccosa.org), Dr. Jeanene Barnett (barnett@ccosa.org) or Jen Knight (jennifer@ccosa.org) if you have questions about this Agreement or the Program.

Sincerely,

Pam Deering

Dr. Pam Deering
CCOSA/OASA Executive Director

District Level Services

School Year 2024-2025

CCOSA Individual Membership

($265-$405)
Paid by member through annual enrollment

Discounted Professional Learning

Advisory Consultation
with CCOSA attorney & directors for individual member

Advocacy on behalf of Public Education

Association-specific calls for updates on current issues

Other benefits including, but not limited to:

- Professional Liability Insurance
- Legal Fee Reimbursement
- Legislative updates
- Education News Clips
- Better Schools quarterly magazine
- Eligibility for State and National Awards
- And more!

CCOSA District Level Services Program

($1,500-$4,000)
Paid by district

Free registration for up to 5 people per district for select trainings
(see back for full list)

Advisory Consultation
with CCOSA attorney & directors for ALL school leaders & their teams

Advocacy on behalf of Public Education

Consultation & support for budgeting and budget projecting (including OASA Vernon Florence State Finance Newsletter), Special Ed, Federal Programs, Indian Ed., Student Accounting, EL, GT, Reading for school leaders & teams

Access for all district staff members to complete state and federally required professional development, including:

- Alcohol & Drug Awareness
- Autism
- Bloodborne pathogens
- Bullying prevention
- Child abuse and neglect; Child sexual abuse awareness & reporting
- Digital teaching & learning
- Dyslexia
- Dysgraphia Coming Soon
- FERPA
- Hazardous communications
- Student Mental Health Needs
- Title IX: McKinney/Vento and homeless assistance
- Workplace Safety

District Level Services

School Year 2024-2025

School District Program Trainings

Free Registration for up to 5 people per district for the following trainings:

Advocacy:
Legislative Conference

School Law for Administrators:
Summer, Fall and Spring

Winning Strategies for Instructional Leaders:
1. Developing a Winning Focus
2. Studying Game Film and Stat Sheets
3. Making In-Game Winning Adjustments
4. Developing Instructional Leaders

School Finance & Operations:
Budget Bootcamp 1 (Basics of School Finance & School Budgeting)
Budget Bootcamp 2 (Using Advanced School Finance & Developing a Professional Budget)
Budget Bootcamp 3 (Planning for Next Year's Budget)
$250 discount for CCOSA Energy Efficient Schools for Oklahoma program (including training)

Federal Program Boot Camps:
Compliance in Federal Programs
Title I Basics & Building a Budget with Set Asides; Planning Parent Involvement and Homeless Services
School-wide Consolidation of Funds; Transfer of Funds
Consolidation of Administrative Costs & Indirect Costs (CAC, IDC)
Personnel in Federal Funds; SPR, Federal Matching, Certification & Time Distribution Records
Federal Fiscal Fitness
Monitoring for Federal Programs and English Learners

Pricing Structure by ADM

25,000+	$4,000/year
10,000 - 24,999	$3,000/year
5,000 - 9,999	$2,500/year
1,500 - 4,999	$2,000/year
500 - 1,499	$1,800/year
499 or less	$1,500/year

For more information or to sign up, contact Jen Knight at jennifer@ccosa.org.

Stillwater Public Schools

Behavioral Therapy Services Agreement

School Year 2024-2025

This Agreement is entered into on the 1st day of July, 2024 by and between Independent School District No.16 of Payne County, Oklahoma ("District") and Counseling and Behavior Specialist of Oklahoma, LLC ("Provider"), together referred to as the Parties.

RECITALS:

WHEREAS, the District and Provider desire to enter into a service agreement mutually advantageous to both parties.

WHEREAS, the District agrees to allow access to school-based Applied Behavioral Analysis behavioral therapy services from the Provider for private insurance-eligible students for the 2024-2025 school year at District's elementary and secondary schools.

WHEREAS, Provider desires to provide school-based behavioral therapy services and family support services under the terms and conditions of this Agreement and pursuant to private (non-school) compensation arrangements herein referenced.

NOW, THEREFORE, the parties agree as follows:

1. Provider shall designate Provider Employee(s) to deliver behavioral therapy to students and consultation services to staff at the assigned schools. The Provider Employee will possess licensure as a Board-Certified Behavior Analyst or be under supervision of a Board-Certified Behavior Analyst in preparation for licensure in the State of Oklahoma.
2. The Provider Employee, with parent permission, will provide services to eligible District students, that include Applied Behavioral Analysis Therapy, case management, and (as relevant to services) attendance of student-focused meetings- all of which are subject to the expectations of the Special Services Office and/or the principal of the school to:
    a. Determine specific school based therapeutic needs in collaboration with special education administrators, building level administrators, parent/guardians, provider Board Certified Behavior Analyst, and classroom staff members , to plan appropriate therapies and activities, and assess, modify and improve services provided to each student as dictated by the student's individual needs and consistent with the terms of this Agreement;
    b. Orient, train and consult with professional and nonprofessional staff in treatment techniques that can be used in the classroom;
    c. Provide verbal and/or written reports to the District on a mutually agreeable schedule;
    d. Provide in-service training for staff and families as mutually agreed upon by Parties to this Agreement;

3. In the event that the Provider Employee providing services under this Agreement is not providing services in accordance with the stated direction of the Special Services Office and/or the principal, the designated Provider administrative representative will be contacted. In the event that said issues are not resolved, Provider will, upon written request by the District, immediately remove Provider's Employee from the school. In addition, all issues Provider's Employees have will be managed through Provider and not the District.
4. Provider is an independent contractor and acknowledges and agrees that Provider's Employees are employees of Provider and not the District. Nothing in this Agreement shall be construed to constitute the Provider as an agent or employee of District, nor shall anything contained in this Agreement be construed to constitute the District as an agent of the Provider. All wages, taxes, benefits and other employment-related expenses and duties associated with the Provider 's Employee are the sole responsibility of Provider.
5. Services under this Agreement will extend from July 1, 2024 to June 30, 2025. The Provider Employee will provide services at the assigned school site only during school hours; upon appointment, when the particular school is in session according to the District's 2024-2025 school calendar. Provider must have parent permission to provide services during the school day and Provider is solely responsible for obtaining parent permission in writing.
6. Provider will maintain all records, logs and documentation, including progress notes, prepared by the Provider Employee concerning students in compliance with the Family Educational Rights and Privacy Act {FERPA) and any other applicable state and federal laws regarding the confidentiality of student information.
7. Provider agrees to and shall defend, indemnify and hold the District, its officers, administrators, board members, employees, agents, assigns and attorneys harmless from and against any and all liability, loss or expense, including reasonable attorneys' fees, or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Provider, its officers, agents, employees, or contractors.
8. Provider agrees that prior to entering into this Agreement, Provider has obtained a Commercial General Liability ("CGL") insurance policy and Professional Liability insurance policy (PL) insuring Provider in an amount not less than $1,000,000.00 for each occurrence, at its own expense, and will provide written proof of such coverage, upon request.
9. Further, Provider affirms that its employees and any subcontractor who will be on District property and acting on behalf of Provider 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.

10. Provider Employees will operate in accordance with the applicable federal and state laws and regulations and District policies, rules, regulations and applicable guidance. District special education administrators will supervise the day-to-day provision of these services.
11. The District and Provider agree that student safety is a top priority. In an effort to protect student safety, Provider agrees that it will neither hire nor assign any individual whether as, officer, agent, employee, or contractor, who has been convicted of a felony or who has been convicted of any crime involving moral turpitude. Provider shall submit written proof to the District's Special Services Office that all applicable Provider Employees have passed background checks and had training in universal precautions, CPR and first aid, prior to entering any school to provide services pursuant to this Agreement. The District Special Services Office shall thereafter submit a list of approved Provider Employees who have met these criteria to the assigned school. All Provider Employees must have in their possession, at all times, a current photo ID which identifies them as a staff member
of Provider. If, at any time, a Provider Employee demonstrates act ions which are inappropriate and create a disruption within the school, the principal may request them to leave and discontinue allowing them to see the student during the school day.
12. Before providing services to a particular student on school property, Provider must provide proof that they have sought and obtained written permission from the student's parent/guardian. Provider Employees may see a student only at the time specified by the principal. Provider shall insure that the Special Services Office has a current list of all students being served by the Provider.
13. A designation of Services by the Provider or a Provider Employee may not be written into a student's IEP or 504 Plan.
14. Provider acknowledges District's COVID-19 requirements for District's staff and for Provider Employees when on District campuses. Provider agrees that its employees; shall not enter any District site without checking their temperature to ensure a temperature below 100.4(F); have not tested positive for COVID-19; and have not, to their knowledge, been exposed to a person with COVID-19. Provider also agrees to adhere to District's mask requirements for individuals present at its sites as well as requirements for physical distancing and disinfection.
15. The Special Services Office will design a program review component with Provider to assess the guidelines and processes related to the delivery of services pursuant to this Agreement.
16. Either Provider or the District may choose to discontinue services during the term of this Agreement for any reason with 30 (thirty) calendar days' written notice. Any such termination of this Agreement by the District may be effectuated by the Superintendent of the District or the Superintendent's designee.
17. No failure or delay in the exercise of any right, remedy, power or privilege hereunder

shall operate as a waiver thereof, and no single or partial exercise of any right, remedy, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law or in equity.

18. Provider, under no circumstances, will bill or attempt to bill the District for any services provided. All Provider compensation will be arranged through the student's private insurance carrier. The district will not bill or attempt to bill provider or private insurance company for any supervision that may be provided by school employed Board Certified Behavior Analyst.
19. THIS CONTRACT IS NOT ASSIGNABLE, AND THE OBLIGATIONS OF THIS CONTRACT MAY NOT BE SUBCONTRACTED OR OTHERWISE DELEGATED TO OTHERS.
20. This Agreement constitutes the entire agreement of the parties with respect to the subject matter, and may be amended only in a writing signed by both Parties.

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

INDEPENDENT SCHOOL DISTRICT NO. 16
OF PAYNE COUNTY, OKLAHOMA

President, Board of Education

DATE

Counseling and Behavioral Specialist of Oklahoma, LLC

Shawna Moore PH.D, BCBA
Owner

DATE 03/20/2024

MEMORANDUM OF UNDERSTANDING: Mental Health Agency
School Year 2024-2025

THIS MEMORANDUM OF UNDERSTANDING (Agreement) is entered into on the Jun 11, 2024 by and between Independent School District No. 16 of Payne County, Oklahoma, hereinafter referred to as 'School District," and CREOKS Health Services , hereinafter referred to as "Provider."

PREAMBLE

WHEREAS, Provider is engaged in the business of providing individual, family, and/or group mental health counseling for student populations; and

WHEREAS, Provider wishes to have access to the District's facilities in order to provide mental health and/or counseling services for students in the District, who would otherwise seek such services, subject to the terms and conditions contained herein; and

WHEREAS, the District recognizes that offering mental health and/or counseling services on-site provides significant benefits to the students without substantial disruption to the educational process.

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

1. MAINTENANCE OF LICENSURE Provider shall maintain licensure as a licensed mental health professional (LMHP) or under supervision for licensure in the State of Oklahoma. If at any point Provider has allowed their license to lapse, expire, or otherwise become invalid, or if any other actions or omissions of Provider render them unfit or unable to perform the Services, this Agreement shall immediately terminate.
    a. With prior approval from a school site, Case Management Level II and/or additional designated staff may provide services to support students with school-related goals, not to replace LMHP services, during pre-approved times. Without prior approval, care coordination may be terminated by district administration.
    b. Behavioral Support Specialists must be trained by Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS) as well as have prior approval from the school site to provide services during school hours. An interview with the school principal(s) and Special Services Director(s) must be completed prior to being placed in a school. Behavioral Support Specialists are only in schools with embedded teams and are intended to be at the school site M-F during the entirety of the school day.
2. BACKGROUND CHECKS Provider will maintain updated contact information of staff who provide services in school sites. Background checks, including a nationwide criminal check, multi-state sex offender check, OSBI criminal record check, and current drug

screen, staff name/contact information, and a signed statement indicating that said staff has read and will abide by the expectations set forth in the SPS Mental Health Provider Handbook must be provided prior to visiting a school site for the first time. Further, Provider agrees that it will not hire any individual to perform Services on District property pursuant to this Agreement, whether as an officer, agent, employee, or contractor, who has been convicted of a felony within the past 10 years or at any time has been convicted of, or pled guilty or no contest to, a charge involving illegal substances or a sexual offense. Provide hereby certifies that none of its employees working on District property are currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Offender Registration Act.

3. RECORDS Provider will maintain all records, logs and documentation, including progress notes, prepared by the Provider concerning students in compliance with the Family Educational Rights and Privacy Act and any other applicable state and federal laws regarding confidentiality of this information. Further, Provider shall not have access to any pupil records maintained by the District without express written consent in accordance with Board policies and Administrative Regulations. All requests for pupil records must be submitted to the Assistant Superintendent of Educational Services in writing. After each meeting with a student at school, the District's Mental Health Provider Log will be completed. This applies to both embedded and visiting services.
   RELATIONSHIP
   a. Independent Provider. Provider shall perform under this Agreement as an independent Provider, and not as an agent, employee, representative or partner of the District. Neither party shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as otherwise provided herein.
   b. Provider acknowledges that because Provider is not an employee of the District, the District will not pay for any employment-related expenses for Provider or provide Provider with any benefits of employment, such as health or disability insurance, retirement or welfare benefits, and the like.
   c. Non-assignment of Rights or Obligations. Provider shall not assign his/her rights or obligations under this Agreement or any other Agreement entered into between Provider or the District.
   d. Compliance with Board Policies and Administrative Regulations. Provider shall comply with all applicable Board policies and Administrative Regulations, including, but not limited to those, governing his/her presence on school grounds and interactions with staff, students, and community members. Provider shall receive a copy of the Mental Health Provider Handbook and agree in writing to adhere to all District policies and procedures.
   e. Currently enrolled SPS students are the only clients to be seen by the provider at any time on school property.
   f. Non-Exclusive Relationship. The District may enter into an Agreement with another individual/entity to provide similar (or the same) services to the students in the District, as those provided by Provider. The District has no obligation to

notify Provider, in writing or otherwise, upon entering into such an Agreement with another individual/entity.

g. Schedule and Site Expectations.
    i. The District shall establish the schedule when Provider is permitted to offer the Services at the facility(ies) within the District, in order to avoid interfering with the operations of the District.
    ii. Provider will not be issued any type of key or badge by the District to allow access to a locked area of the school facility, but will be given access to the area of the facility where services are to take place by District personnel.
    iii. Prior to visiting a school for the first time, Provider will contact the SPS counselor for an introduction. Additional agency staff are expected to make contact with the school counselor prior to seeing any student at a school site for the first time.
    iv. Provider may see a student only at the time specified by the principal and/or school counselor. Schedules for the students receiving services will be set accordingly to have the least impact on the student's instructional day. Provider shall provide the District with their schedule within those approved times.
    v. Before providing services to a particular student on school property, Provider must provide proof that they have sought and obtained written permission from the student's parent/guardian (ROI). Students may not be seen at school without a current ROI on file. Provider is required to upload the ROI within 24 hours of seeing the student for the first time.
    vi. Provider shall insure that the District has a current list of all students being served by the Provider. When a new student is going to be seen at school, the agency therapist will communicate with the SPS counselor to arrange details including but not limited to frequency of visits and level of need.
    vii. Agency staff will sign in and out upon each visit to a school site and are required to wear a badge at all times.
    viii. When requested, Provider will attend monthly Multidisciplinary Team (MDT) meetings to discuss student progress, address concerns, and consider additional services as needed.
    ix. Provider must have parent permission to provide services during the school day. If the student has counseling as a related service on his/her IEP or the school cannot provide a confidential location for counseling, the Provider may take students off of school property to provide services pursuant to this Agreement. In such a case, Provider must obtain the written permission of the parent(s)/guardian(s) to take the student off of District property to provide counseling services and all counseling services for the student must be held off of District property.
    x. All Providers must have in their possession, at all times, a current photo ID which identifies them as a staff member of Provider.

xi. If, at any time, a Provider demonstrates actions which are inappropriate and create a disruption within the school, the principal may request them to leave and discontinue allowing them to see the student during the school day.

xii. The District may provide periodic written notice to students and families about the Services offered by Provider and the method to be used to access the Services. If provider intends to share information with the public regarding the Services offered at the District's facility(ies), Provider must submit such information to the District and obtain written approval from the District before publishing/issuing it. Such information must include explicit language stating that the Services are NOT SCHOOL SPONSORED SERVICES.

4. ASSUMPTION OF RISK Provider assumes all risk of property loss or damage and of personal injury or death, other than that caused solely by the gross negligence of the District, or its employees, which may be sustained by Provider or as a result of or arising in connection with performing Services.
5. INSURANCE Provider agrees that prior to entering into this Agreement, Provider has obtained a Commercial General Liability ("CGL") insurance policy, Professional Liability insurance policy (PL) insuring Provider in an amount not less than $125,000.00 for personal injury to or death of any individual, and $l,000,000.00 in the aggregate for personal injury or death. Provider shall maintain any necessary liability insurance. Provider must add the District as an additional insured party on each policy and maintain the required insurance policies at all times while this Agreement is in effect. Provider agrees that it will furnish the District with verification of the insurance policies required by this Agreement. If any of the required insurance policies are canceled during this school year, Provider must immediately notify the District and cease providing Services.
6. INDEMNIFICATION Provider agrees to and shall defend, indemnify and hold the District, its officers, administrators, board members, employees, agents, assigns, insurers and attorneys harmless from and against any and all liability, loss or expense, including reasonable attorneys' fees, or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Provider, its officers, agents, employees, or contractors.
7. TRANSLATION COSTS Provider shall be responsible for costs associated with provision of any required translation services for Limited English Profcicient parents or legal guardians of students receiving Services pursuant to this Agreement.
8. WAIVERS No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of such right or remedy with respect to such occurrence or event in the future. No waiver of any of Provider's obligations under this Agreement shall be effective unless in writing and signed by the District. No failure on the part of either party to exercise, and no delay in the exercising of, any right or remedy shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or future exercise thereof or the exercise of any other right or remedy granted hereby, by any related document or by law.

9. AMENDMENTS This Agreement may not be and shall not be deemed or construed to have been altered, modified, clarified, amended, rescinded, canceled or waived in whole or in part, except by written instrument signed by the parties hereto.
10. SEVERABILITY It is agreed that if any provision, or part of a provision, of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, then the parties shall use their best efforts to replace the invalid or unenforceable provision with a provision that, to the extent permitted by applicable law, achieves the purposes intended under the original provision. The balance of this Agreement shall remain valid, unchanged and in full force and effect.
11. MISCELLANEOUS This Agreement embodies the entire agreement and understanding between District and Provider relating to the subject matter of this Agreement, and supersedes all previous communications, representations, understandings, and agreements, whether oral or written.
12. CHOICE OF LAW AND VENUE This Agreement is to be governed by and construed in accordance with the laws, excluding the conflicts laws, of the State of Oklahoma. Any action to enforce this Agreement shall be brought in the State District Court for Payne County, Oklahoma or the United States District Court for the Western District of Oklahoma. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. In the event of any suits or action or other proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred therein. The confidentiality provisions of this Agreement shall survive the termination of this Agreement.
13. THIRD PARTY BENEFICIARIES This Agreement is not a third-party beneficiary contract. No person or entity other than the Parties signing this Agreement shall have any rights under this Agreement.
14. TERMINATION This Agreement is effective as of July 1, 2024, and shall continue in effect through June 30, 2025, unless terminated earlier as provided herein. Either party may terminate this Agreement upon fourteen (14) days' written notice with or without cause, with or without a hearing.

Brandi Smith LCSW Chief Clinical Officer

Provider (Signature Name and Credentials)

INDEPENDENT SCHOOL DISTRICT NO. 16 OF PAYNE COUNTY, OKLAHOMA President, Board of Education

Name of District signing official (credentials/Title)

INDEPENDENT CONTRACTOR'S AGREEMENT
TO PROVIDE PSYCHOLOGY SERVICES

THIS AGREEMENT is entered into by and between Independent School District No. 16 of Payne County, Oklahoma, d/b/a Stillwater Public Schools ("District"), and Danielle Torres ("Contractor") on this 1st day of July, 2024.

RECITALS

WHEREAS, Contractor desires to perform school psychology services for the District on the terms and conditions specified in this Agreement.

WHEREAS, Contractor is qualified to perform the services contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the above recitals, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Contractor shall provide school psychology services for the District, which shall include evaluations for the purpose of special education, eligibility report writing, and other related services as requested by the District.
2. **LOCATION OF SERVICES.** Contractor shall primarily perform services at the District. All equipment and materials supplied to Contractor by the District, if any, for the performance of services under this Agreement shall remain property of the District and shall not be removed from the District without prior authorization of the District. Contractor may perform services not involving in-person contact with students, such as writing reports and consulting, from the address listed for Contractor shall remain his property.
3. **TERM.** The term of this Agreement shall begin on July 1st, 2024, and shall terminate on June 30th, 2025. However, the District may terminate this Agreement without cause after providing written notice to the Contractor of the intended termination at least thirty (30) calendar days prior to the date of the intended termination. The Contractor shall notify the District, in writing, at least sixty (60) calendar days prior to voluntarily severing or terminating this Agreement. If either party fails to perform in a timely manner or fails to

perform in accordance with the provisions of this Agreement, or otherwise breaches its obligations under this Agreement, and fails to cure such breach within ten (10) calendar days after notice from the other party, the other party may terminate this Agreement without further notice or demand.

4. **DUTIES.** Contractor shall report to and coordinate activities with an administrator designated by the Superintendent of the District. The administrator assigned to act in all manners pertaining to this Agreement and to receive notices hereunder, authorize services, accept and approve all reports, drafts, products and invoices is the Director of Special Services. Contractor covenants and agrees to and shall provide services under this Agreement with reasonable diligence and promptness and in accordance with all terms and conditions set forth in this Agreement, in accordance with policies, rules, and regulations of the District, and in accordance with the highest professional standards in the field.
5. **TIMEKEEPING.** Contractor will maintain an accurate report of time worked and services rendered and submit an itemized invoice for services performed in the previous month to the District by the second (2^{nd}) day of the current month.
6. **COMPENSATION AND PAYMENT.** Based on the completion of services described above, the Contractor shall receive compensation according to the rate agreement appended to this Agreement. Contractor agrees to submit an itemized bill for services provided for the prior month by the 3^{rd} day of the current month. The District agrees to pay the sum of the monthly bill per the rate set forth in this agreement to Contractor by the 28^{th} day of the current month.

7. **INDEPENDENT CONTRACTOR.** It is agreed and understood that Contractor is an independent contractor and that the District shall exercise no supervisory authority or control over Contractor or Contractor's employees, if any, in the performance of this Agreement. It is not the intent of the parties to form a joint venture or partnership of any kind. No other compensation will be paid to Contractor except as specified by the terms of this Agreement. Neither Contractor nor Contractor's employees shall be deemed to be agents or employees of the District and any representation to the contrary by Contractor or his employees shall constitute a violation of this Agreement and shall be grounds for immediate termination, notwithstanding the notice provision in Paragraph 3 of this Agreement. Contractor shall comply with all provisions of state, local, and federal laws, regulations, ordinances, and requirements that are applicable to the performance of the services hereunder.
8. **STUDENT RECORDS.** Contractor acknowledges and agrees that all student files and/or records (including, without limitation, any electronic files and/or records and copies of any files and/or records), including, but not limited to, education and counseling records, created, compiled, supplemented, or modified, by Contractor during the term of this Agreement with respect to students who receive services under this Agreement are and will remain the sole property of the District.
9. **INSURANCE.** Contractor shall obtain and maintain general and professional liability insurance, including malpractice insurance, in an amount of not less than $1,000,000 for each occurrence, at his own expense, and shall provide written proof of such coverage upon request.

10. **LICENSES.** Contractor represents and warrants that he is a Nationally Certified School Psychologist and has all the licenses and credentials required under Oklahoma and federal law to perform the services contemplated by this Agreement. A copy of any such licenses and credentials will be provided to the District upon request. If at any time during the term of this Agreement, any or all of Contractor's applicable licenses or credentials lapse or are removed. Contractor must provide immediate notice to the District and shall not provide or charge for further service.

11. **NOTICES.** Any notices required to be given hereunder shall be deemed sufficient if delivered personally or if sent by U.S. Certified Mail, Return Receipt Requested, to the parties at the address set forth below:

    To District: Stillwater Public Schools
    Attn: Superintendent
    314 South Lewis Street
    Stillwater, Oklahoma 74074

    To Danielle Torres: Danielle Torres
    11005 Northwest 104th Terrace
    Yukon, Oklahoma 73099

12. **ASSIGNMENT.** Neither this Agreement, nor any of the services or work to be performed under this Agreement, may be assigned, in whole or in part, by Contractor without the prior written consent of the District. Contractor represents and warrants that he is a sole practitioner and has no officers, agents, employees or contractors employed or associated with him.

13. **INDEMNIFICATION OF DISTRICT.** Contractor agrees to and shall defend, indemnify, and hold the District, its officers, administrators, board members, employees, agents, assigns, and attorneys harmless from and against any and all liability, loss or expense, including reasonable attorneys' fees, and/or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Contractor.
14. **SAFETY AND WELFARE.** The District and Contractor agree that student safety is a top priority. Contractor agrees that he will not assign anyone to assist him in performing the duties contemplated by this Agreement. Further, if he seeks and obtains permission to be accompanied by an assistant, he shall not allow anyone on District property, whether as an officer, agent, employee or contractor, who has been convicted of a felony within the past 10 years or at any time has been convicted of, or pled guilty or no contest to a charge involving illegal chemical substances or a sexual offense. Contractor hereby certifies that he is not currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Offender Registration Act. Contractor shall submit written proof to the District's Department of Special Education and Student Services that he has passed background checks including a nationwide criminal check, multistate sex offender check, OSBI criminal check, and a current drug screening prior to entering upon District property. If, at any time, Contractor demonstrates actions that are inappropriate or create a disruption at any District site, the site principal, Superintendent, or Superintendent's designee may require that he leave District property and not return without specific permission of the District.

15. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreement and understandings of the parties with respect to the matters covered by this Agreement. This Agreement may not be amended or modified at any time without prior written consent of both parties.
16. **INVALID PROVISION.** The invalidity or unenforceability of any provision of this Agreement shall not affect any other provision. This Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
17. **WAIVER.** The waiver or waivers by the District of any breach or non-performance by Contractor shall not constitute a waiver of any subsequent breach, nor in any way affect the District's ability to enforce each and every provision at any time thereafter.
18. **GOVERNING LAW.** This Agreement shall be governed by, interpreted and construed in accordance with the procedural and substantive laws of Oklahoma.

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, agree to the terms and conditions herein.

Independent School District No. 16
of Payne County, Oklahoma

Danielle Torres

_____
President, Board of Education Date

Danielle Torres 3/24/2024
Danielle Torres Date

Danielle Torres
11005 NW 104th Terr
Yukon, OK 73099
405-517-9331

Services to Stillwater Public School district during the 2024-2025 school year shall be paid according to the following rates:

Cognitive	$300.00
Achievement	$200.00
Adaptive Measure	$150.00
Psychological/Social Emotional	$300.00
Health/Medical Review	$50.00
Perceptual Processing	$100.00
MEEGS Meetings	$75.00
Mileage:	No charge for mileage

*All assessments will include a written report and MEEGS paperwork.

*Payments/checks are to be made to Danielle Torres.

INDEPENDENT CONTRACTOR'S AGREEMENT TO PROVIDE PROFESSIONAL SERVICES
Certified School Psychologist
2024-2025

For and in consideration of the mutual terms, promises and agreements herein contained, together with other good and valuable consideration, this contract entered by and between **Independent School District No. 16 of Payne County, Oklahoma, commonly known as Stillwater Public Schools** (hereinafter referred to as **"District"),** and **Educational Diagnostic Testing Services, LLC** (hereinafter referred to as **"Contractor"),** as follows:

TERMS OF CONTRACT: The term of this contract shall commence on the **1st day of July 2024** and end on **June 30, 2025**, unless terminated earlier as provided herein. No contracted services of any kind or nature will be performed after the termination date.

CONTRACTED SERVICES: During the term of this contract, Contractor shall work under the direct supervision of the Director of Special Services and agrees to provide the following services when and if requested by the District:

1. Evaluate students' needs or continuing needs for special education services by:
    a. Examining RTI data provided by school personnel,
    b. Examining previous or outside records and/or reports,
    c. Administering all needed psycho-educational assessments to include the essential components of dyslexia evaluation, compliant with IDEA when requested,
2. Provide written report documenting assessments and review of relevant data and records, and
3. Complete all State required documents needed for Eligibility or Review Meeting in Edplan.

All contracted services shall be performed by the associates of Contractor, who shall be required to be, and who shall remain, properly licensed and/or certified in appropriate professional areas to competently perform the contracted services. The District may, at any time, request credentialing. licensing and/or certification documentation from Contractor, which documentation shall be immediately provided by Contractor. All services shall be performed with reasonable diligence and promptness and in accordance with the terms and conditions set forth in this Agreement, in accordance with the policies, rules, and regulations of the District, and in accordance with the highest ethical and professional standards in the field.

COMPENSATION: Contractor shall be paid as full and total compensation for the contracted services, upon proper performance of services and receipt of proper billing supported by affidavits required by law, the sum of:

a) Psychological/Educational Evaluations - Contract price for a standard psycho-educational evaluation of $600, which includes a cognitive and achievement component. and $50 charge for eligibility meeting.

b) Additional evaluation components (outside the standard battery) are, defined as beyond the cognitive and/or achievement battery, billed as follows:

    (1) Adaptive or social/emotional assessment component at a rate of an additional $100;

    (2) Psychological assessments at a rate of an additional $250;

    (3) Autism evaluations a rate of $750.00 and Contractor would be available to attend meetings in person;

    (4) Psychological Review/Consultation services are $50 per report for compliance review and $100 per report for reviewing and meeting on eligibility;

    (5) Functional Behavior Assessments (FBA)/Behavior Intervention Plan (BIP) component at a rate of a base $250 for the first meeting with teacher and Site Principal to determine behavior/data collection process, each additional hour of analysis and report writing at a rate of $100 per hour;

(6) Dyslexia evaluation which meets the OSDE Guidance, as outlined in the Dyslexia Handbook of Oklahoma issued July 1, 2019, to include areas of Phonological Processing, Phonological Memory, Decoding, and Oral Reading Fluency, but not be limited to at a rate of $300, for this additional component of an SLD battery.

(7) Special education services, such as, but not limited to, serving as a building site School Psychologist assignment or providing district building site consultation, at a rate of $60/per hour.

(8) No Show Fee - Contractor shall be paid a flat fee of $150 for any scheduled evaluation session in which the Contractor arrives in the district and the scheduled student is absent or unavailable.

The billing will specifically identify the student referred by the District (by initials only), the District representative making the referral, the services, and the date or dates services were performed, in sufficient detail to allow the District to identify, without further inquiry, the propriety and validity of the billing. Contractor shall submit billing statements on the last working day of each month. Invoices will be paid by mail after approval of the Treasurer's Report at the school board meeting following the bill being received and processed.

The District shall not be liable for any costs, expenses, or services of Contractor pertaining to the contracted services except for the compensation herein set forth. All protocols and testing supplies are the responsibility of Contractor.

Contractor hereby y understands that no payment of state or federal taxes will be made by the District. Contractor is responsible for the payment of all income taxes. The District will not provide any insurance benefits to the Contractor, any principal, agent, officer, servant, professional or employee of Contractor.

Contractor and the District shall, at either parties' request, participate in a periodic review of the contracted services actually provided to evaluate the quality, cost effectiveness, and efficiency of services delivered. Contractor shall keep and maintain records sufficient to enable such review. In addition, the District may, at any time, conduct a review and/or audit of the services provided by Contractor.

COMPLIANCE WITH STATE AND FEDERAL LAWS: Contractor shall always comply with all state, local, and federal laws, rules, regulate ions, ordinances, and requirements applicable to the performance of contracted services.

NONDISCRIMINATION: The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual because of race, religion, creed, color, sex, sexual orientation, genetic information, gender identity or expression, age, disability, protected veteran status. national origin, or other protected category. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. § 20003).

SAFETY AND WELFARE: The District and Contractor agree that student safety is a top priority. Contractor shall not allow, authorize or permit any principal, agent, officer, servant, professional associate or employee of Contractor, who has been convicted of a felony in any jurisdiction within the past ten (10) years or at any time has been convicted of, or pled guilty or no contest to a charge involving illegal chemical substances or a sexual offense to be on the premises of the District, to be on the premises of the Contractor during the performance of any contracted service, to work with or be around or in the presence of District students. or to have access to any record of any kind related to its students. Contractor hereby certifies that its employees and agents are not currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Offender Registration Act. Contractor shall submit written proof to the District that its employees or agents having contact with District students have passed background checks to

the District's satisfaction, including a nationwide criminal check, multistate sex offender check, OSBI criminal record check, and a current drug screening prior to entering upon District property.

STUDENT RECORDS: Upon referral, the District shall make available to Contractor only such information as is relevant to the services to be performed. Contractor shall not release or disclose any information regarding any student referred by the District to third parties without the express written consent of the Director of Special Services for the District, the express written consent of a custodial parent or legal guardian of the student, or a court order.

Contractor agrees to abide by all legal requirements with respect to the confidentiality and disclosure of personally identifiable information and education records as required by law, including, but not limited to, the Family Educational Rights and Privacy Act of 1974, applicable regulations and state law protecting privacy rights in education and juvenile records.

Contractor acknowledges and agrees that all student files and/or records (including, without limitation, any electronic files and/or records and copies of any files and/or records), including, but not limited to, education and counseling records, created, compiled, supplemented, or modified by Contractor during the term of this Agreement with respect to students who receive services under this Agreement are and will remain the sole property of the District.

TERMINATION: This contract may be prematurely terminated by either party upon thirty (30) days' written notice to the other party.

STATUS AS INDEPENDENT CONTRACTOR: In the performance of all services herein specified, Contractor shall be an independent contractor and not an employee, agent, servant, principal, partner or joint venture of, for or with the District. The means of carrying out the contracted professional services herein required shall be within the professional discretion of Contractor provided, however, Contractor shall perform all services in a timely, competent and professional manner and consistent herewith. It is not the intent of the parties to form a joint venture or partnership of any kind. No other compensation will be paid to Contractor except as specified by the terms of this contract

LICENSES: Contractor represents and warrants that she is a Certified School Psychologist and has all the licenses and credentials required under Oklahoma and federal law to perform the services contemplated by this contract. A copy of any such licenses and credentials will be provided to the District upon request. If at any time during the term of this contract, any or all of Contractor's applicable licenses or credentials lapse or are removed, Contractor must provide immediate notice to the District and shall not provide or charge for further services.

NOTICES: Any notices required to be given hereunder shall be deemed sufficient if delivered personally or if sent by U.S. Certified Mail, Return Receipt Requested, to the parties at the address set forth below:

To District: Stillwater Public Schools
Attn: Superintendent
314 Lewis St.
Stillwater, Oklahoma 74074

To Contractor: Educational Diagnostic Testing Services, LLC
Attn: Tamara Schrick, Proprietor
4304 Idyl Breeze Drive
Oklahoma City, Oklahoma 73179

INDEMNIFICATION OF DISTRICT: Contractor agrees to and shall defend, indemnify, and hold the District, its officers, administrators, board members, employees, agents, assigns, insurers, and attorneys fully and forever harmless from any and all liability, loss or expense, including reasonable attorneys' fees and/or claims for injury or damages that are caused directly or indirectly by any act, omission, negligence, or malpractice of Contractor, its staff, employees, agents, servants, or others performing the contracted services for, with or on behalf of Contractor.

LIABILITY INSURANCE: Contractor herewith agrees to keep in full force and effect, during and throughout the term of this contract, and for one year thereafter, general and professional liability insurance in the minimum amount of $1,000,000.00 per occurrence insuring Contractor, its staff, employees, agents, servants, or others performing the contracted services for, with or on behalf of Contractor, for any and all liability, injury and damages, of any kind or nature, to the District, its students, and third parties, caused directly or indirectly by any act, omission, negligence, or malpractice of Contractor, its staff, employees, agents, servants, or others performing the contracted services for, with or on behalf of Contractor. A copy of such policy shall be provided to the District upon request.

ASSIGNMENT: Neither this contract, nor any of the services or work to be performed under this contract, may be assigned, in whole or in part, by Contractor without the prior written consent of the District.

ENTIRE AGREEMENT: This contract constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements and understandings of the parties with respect to the matters covered by this contract.

INVALID PROVISION: The invalidity or unenforceability of any provision of this contract shall not affect any other provision. This contract shall be construed in all respects as if such invalid or unenforceable provision were omitted.

WAIVER: The waiver or waivers by the District of any breach or non-performance by Contractor shall not constitute a waiver of any subsequent breach, nor in any way affect the District's ability to enforce each and every provision at any time thereafter.

INTERPRETATION AND ALTERATION: This contract shall be interpreted and governed by the laws of the State of Oklahoma. This contract shall not be amended, altered or modified except by written agreement of both parties.

STILLWATER PUBLIC SCHOOLS by:

SPS Board of Education President

EDUCATIONAL DIAGNOSTIC TESTING, LLC

Tamara Schrick

Tamara Schrick, M.A.
School Psychologist

Tamara Schrick, Certified School Psychologist
Proprietor Electronically Signed 3/23/2024

THIS CONTRACT NOT VALID UNLESS AND UNTIL APPROVED BY THE
STILLWATER BOARD OF EDUCATION IN OPEN PUBLIC SESSION

INDEPENDENT CONTRACTOR'S AGREEMENT TO PROVIDE PSYCHOLOGY SERVICES

THIS AGREEMENT is entered into by and between Independent School District No. 16 of Payne County, Oklahoma, d/b/a Stillwater Public Schools ("District"), and Evaluation Works, LLC ("Contractor") on this 1st day of July 2024.

RECITALS

WHEREAS, Contractor desires to perform school psychology services for the District on the terms and conditions specified in this Agreement.

WHEREAS, Contractor is qualified to perform the services contemplated by this Agreement.

NO W, THEREFORE, in consideration of the mutual covenants contained herein and the above recitals, the parties agree as follows:

l. **DESCRIPTION OF SERVICES.** Contractor shall provide school psychology services for the District, which shall include evaluations for the purpose of special education, eligibility report writing, and other related services as requested by the District.

2. **LOCATION OF SERVICES.** Contractor shall primarily perform services at the District. All equipment and materials supplied to Contractor by the District, if any, for the performance of services under this Agreement shall remain the property of the District and shall not be removed from the District without prior authorization of the District. Contractor may perform services not involving in-person contact with students, such as writing reports and consulting, from the address listed for Contractor in Paragraph 11 below. Any equipment and materials supplied by the Contractor shall remain his property.

3. **TERM.** The term of this Agreement shall begin on July l, 2024 and shall terminate on June 30th, 2025. However, the District may terminate this Agreement without cause after

providing written notice to the Contractor of the intended termination at least thirty (30) calendar days prior to the date of the intended termination. The Contractor shall notify the District, in writing, at least sixty (60) calendar days prior to voluntarily severing or terminating this Agreement. If either party fails to perform in a timely manner or fails to perform in accordance with the provisions of this Agreement, or otherwise breaches its obligations under this Agreement, and fails to cure such breach within ten (10) calendar days after notice from the other party, the other party may terminate this Agreement without further notice or demand.

4. **DUTIES.** Contractor shall report to and coordinate activities with an administrator designated by the Superintendent of the District. The administrator assigned to act in all manners pertaining to this Agreement and to receive notices hereunder, authorize services, accept and approve all reports, drafts, products and invoices is the Director of Special Services. Contractor covenants and agrees to and shall provide services under this Agreement with reasonable diligence and promptness and in accordance with all terms and conditions set forth in this Agreement, in accordance with the policies, rules, and regulations of the District, and in accordance with the highest professional standards in the field.
5. **TIMEKEEPING.** Contractor will maintain an accurate report of time worked and services rendered and submit an itemized invoice for services performed in the previous month to the District by the 3rd day of the current month.
6. **COMPENSATION AND PAYMENT.** Based on the completion of services described above, the Contractor shall receive compensation according to the rate agreement appended to this Agreement.

7. **INDEPENDENT CONTRACTOR.** It is agreed and understood that Contractor is an independent contractor and that the District shall exercise no supervisory authority or control over Contractor or Contractor' s employees, if any, in the performance of this Agreement. It is not the intent of the pa1 1ies to form a joint venture or partnership of any kind. No other compensation will be paid to the Contractor except as specified by the terms of this Agreement. Neither Contractor nor Contractor' s employees shall be deemed to be agents or employees of the District and any representation to the contrary by Contractor or his employees shall constitute a violation of this Agreement and shall be grounds for immediate termination, notwithstanding the notice provision in Paragraph 3 of this Agreement. Contractor shall comply with all provisions of state, local, and federal laws, regulations, ordinances, and requirements that are applicable to the performance of the services hereunder.
8. **STUDENT RECORDS.** Contractor acknowledges and agrees that all student files and/or records (including, without limitation, any electronic files and/or records and copies of any files and/or records), including, but not limited to, education and counseling records, created, com piled, supplemented, or modified, by Contractor during the term of this Agreement with respect to students who receive services under this Agreement are and will remain the sole property of the District.
9. **INSURANCE.** Contractor shall obtain and maintain general and professional liability insurance, including malpractice insurance, in an amount of not less than $1,000,000 for each occurrence, at his own expense, and shall provide written proof of such coverage upon request.

I0. **LICENSES.** Contractor represents and warrants that he is a Nationally Certified School Psychologist and has all the licenses and credentials required under Oklahoma and federal law to perform the services contemplated by this Agreement. A copy of any such licenses and credentials will be provided to the District upon request. If at any time during the term of this Agreement, any or all of Contractor's applicable licenses or credentials lapse or are removed, Contractor must provide immediate notice to the District and shall not provide or charge for further service.

11. **NOTICES.** Any notices required to be given hereunder shall be deemed sufficient if delivered personally or if sent by U.S. Certified Mail, Return Receipt Requested, to the parties at the address set forth below:

To District: Stillwater Public Schools
Attn: Superintendent
314 Lewis St.
Stillwater, Oklahoma 74074

To Evaluation Works, LLC: Evaluation Works, LLC
Attn: Jose Hernandez
3225 Farmers Market Way
Edmond, Oklahoma 73034

12. **ASSIGNMENT.** Neither this Agreement, nor any of the services or work to be performed under this Agreement, may be assigned, in whole or in part, by Contractor without the prior written consent of the District. Contractor represents and warrants that he is a sole practitioner and has no officers, agents, employees, or contractors employed or associated with him.

13. **INDEMNIFICATION OF DISTRICT.** Contractor agrees to and shall defend, indemnify, and hold the District, its officers, administrators, board members, employees, agents, assigns, and attorneys harmless from and against any and all liability, loss or expense, including reasonable attorneys' fees, and/or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Contractor.

14. **SAFETY AND WELFARE.** The District and Contractor agree that student safety is a top priority. Contractor agrees that he will not assign anyone to assist him in performing the duties contemplated by this Agreement. Further, if he seeks and obtains permission to be accompanied by an assistant, he shall not allow anyone on District property, whether as an officer, agent, employee, or contractor, who has been convicted of a felony within the past 10 years or at any time has been convicted of, or pled guilty or no contest to a charge involving illegal chemical substances or a sexual offense. Contractor hereby certifies that he is not currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Offender Registration Act. Contractor shall submit written proof to the District' s Department of Special Education and Student Services that he has passed background checks including a nationwide criminal check, multistate sex offender check, OSBI criminal record check, and a current drug screening prior to entering upon District property. If, at any time, Contractor demonstrates actions that are inappropriate or create a disruption at any District site, the site principal, Superintendent, or Superintendent's designee may require that he leave District property and not return without specific permission of the District.

15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements and understandings of the parties with respect to the matters covered by this Agreement. This Agreement may not be amended or modified at any time without the prior written consent of both parties.
16. **INVALID PROVISION.** The invalidity or unenforceability of any provision of this Agreement shall not affect any other provision. This Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
17. **WAIVER.** The waiver or waivers by the District of any breach or non-performance by Contractor shall not constitute a waiver of any subsequent breach, nor in any way affect the District's ability to enforce each and every provision at any time thereafter.
18. **GOVERNING LAW.** This Agreement shall be governed by, interpreted and construed in accordance with the procedural and substantive laws of Oklahoma.

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, agree to the terms and conditions herein.

Independent School District No. 16 of Payne County, Oklahoma	**Evaluation Works, LLC**
	3/24/2024
President, Board of Education	Jose Hernandez Date
Date	

AGREEMENT

THIS AGREEMENT, effective July 1, 2024, is made by and between the **GOLDEN OAKS VILLAGE OF STILLWATER, LLC ("Golden Oaks")** and **STILLWATER PUBLIC SCHOOL DISTRICT OF PAYNE COUNTY, OKLAHOMA ("District")**.

RECITALS:

A. **WHEREAS**, Golden Oaks maintains a residential care facility for senior citizens located at 5505 W. 19th, in Stillwater, Oklahoma (the "Facility"); and

B. **WHEREAS,** the District operates and maintains early childhood educational programs for four-year-old children; and

C. **WHEREAS**, Golden Oaks and the District wish to partner for the development of an "intergenerational" early childhood educational program (the "Program") whereby Golden Oaks elderly residents are given the opportunity to interact with and participate in limited aspects of the District's Program as classroom volunteers; and

D. **WHEREAS**, Golden Oaks has space in its Facility suitable for housing the Program, which Golden Oaks desires to lease to the District; and

E. **WHEREAS**, the District desires to lease a portion of Golden Oaks Facility for such purposes in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Golden Oaks and the District agree as follows:

1. **Term**. The term of this Agreement shall be from the effective date set forth above, through June 30, 2025, unless terminated at an earlier date as provided herein. The term of this Agreement is subject to renewal by mutual agreement of the parties for additional periods of one school calendar year.

2. **Building/Alterations**. Golden Oaks will provide, at its sole cost and expense, all alterations and modifications reasonably necessary to construct a Classroom for development as an early childhood classroom. Golden Oaks agrees to furnish, in or near the Classroom, an age appropriate restroom for access by four-year-old children. All alterations, whether made by Golden Oaks or by the District with the consent of Golden Oaks, shall conform to state and local laws, ordinances and regulations including, without limitation, any local building code and fire prevention code.

3. **Utilities**. Golden Oaks shall provide all utilities or services to the Classroom as may be necessary for the District's permitted purpose. Such utilities shall include water, heat, air

conditioning, sewer and electricity. Golden Oaks shall not be obligated to provide telephone service to the Classroom.

4. **Internet / Wired Network**. Golden Oaks will provide a network connection in the classroom for SPS network equipment and sufficient Internet bandwidth for 25 devices at a minimum bandwidth of 5Mbps download and 3Mbps upload per device. SPS's use of VPN hardware/software and/or remote troubleshooting software will be allowed if needed.

SPS will provide wireless and/or wired network access for their devices utilizing the single wired network connection in the classroom. Wireless access will be provided at 2.4GHz, 5GHz, and/or 6GHz frequencies. Golden Oaks will designate a 2.4GHz wireless channel (1,6, or 11) for sole use by SPS to minimize interference. SPS is not responsible for network design, equipment, troubleshooting, or network segregation outside the designated SPS classroom.

5. **Indemnification and Insurance**. The District, to the extent permitted by law, agrees to save, indemnify and hold harmless from injury or damages that may result to any person or property by or from any act or omission to act by the District or District's agents, employees or invitees from any cause or causes whatsoever from or concerned with the District's use and occupancy of the Classroom under the terms of this Agreement to the extent of the District's maximum liability under the provisions of the Oklahoma Governmental Tort Claims Act.

Golden Oaks agrees to save, indemnify and hold harmless from injury or damage that may result to any person or property by or from any act or omission to act by Golden Oaks or Golden Oaks agents, employees or invitees from any cause or causes whatsoever arising from or concerned with Golden Oaks use, operation and control of its Facility, or from Golden Oaks performance under the terms of this Agreement.

The District shall furnish Golden Oaks, prior to its occupancy of the Classroom, a certificate of public liability insurance naming Golden Oaks as an additional named insured, in the amount of $25,000 for any claim or to any claimant who has more than one claim for loss of property arising out of a single act, accident or occurrence, $125,000 to any claimant for any loss arising out of a single act, accident or occurrence, and $1,000,000 for any number of claims arising out of a single occurrence or accident. The District further agrees to furnish evidence of worker's compensation coverage to the extent required by Oklahoma law. The District's insurance shall be primary over Golden Oaks insurance.

6. **Student Safety**. The District and Golden Oaks agree that student safety is a top priority. In an effort to protect students' safety, Golden Oaks agrees that it will not employ or place any person, whether an employee, volunteer or otherwise in a position where they will have contact with students of the District if that person has been convicted of a felony, is required to be registered as a sex offender, or has been convicted of a crime involving violence or moral turpitude. Prior to commencement of the Program, Golden Oaks shall obtain a criminal arrest record maintained by the Oklahoma State Bureau of Investigation and background check including pre-employment checks with OSCN for pending criminal charges, Oklahoma Department of Corrections for Sexual Crimes and Violent Offenders History, OSDH Nurse Aide

Registry for any allegation of abuse, OIG for medical fraud history, Social Security Business Services for verification of right to work in U.S, two work history references and two personal references. If any of these background checks result in negative outcomes that person will not receive offer of employment at Golden Oaks Village of Stillwater.

7. **No Agency or Joint Venture**. The District and Golden Oaks understand and agree that no staff member or volunteer of Golden Oaks shall in any way or for any purpose be deemed to be an employee or agent of the District. Neither the District nor Golden Oaks nor its employees or agents shall represent themselves in any way as the agents or employees of the other party. Neither the District nor Golden Oaks intend to create nor shall nothing in this Agreement be construed as creating, a joint venture or partnership between the parties with respect to the operation of the Program or otherwise. Subject to the indemnification obligations set forth herein, each party assumes full responsibility for the supervision, daily direction and control, payment of salary, worker's compensation, disability benefits, and like requirements and obligations for its own employees.

8. **Early Termination**. Either party may terminate this Agreement at any time, without cause, upon sixty (60) days' prior written notice to the other party.

9. **Entire Agreement; Amendments**.
The Agreement and Addendum contain the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersedes all prior agreements, understandings or letters of intent between or among any of the parties hereto. This Agreement shall not be amended, modified, extended or supplemented except by a written instrument signed by an authorized representative of each of the parties hereto. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

10. **Interpretation**. Section headings herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. As used herein, the masculine, feminine, or neuter gender, and the singular and plural number or tense, shall be deemed to include the others whenever the context so indicates.

11. **Partial Invalidity**. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalid, legal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

12. **Governing Law.** This Agreement and all rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Oklahoma and the parties agree that venue as to any dispute regarding this agreement shall be Payne County, Oklahoma.

13. **Waiver.** The failure of either party hereto at any time to require performance by

the other party of any provision of this Agreement shall in no way affect the right of such party thereafter to enforce the same, nor shall any waiver of any breach of any provision hereof by the other party be taken or held to be a waiver by such party of any succeeding breach of such provision, or as a waiver of the provision itself.

14. **Attorney fees**. If any action is brought to enforce, or to construe or determine the validity of, any term or provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs of the action.

15. **Construction.** This Agreement shall be interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the party drafting this Agreement in construing and interpreting the provisions hereof.

DATED this ____ day of June 2024.

GOLDEN OAKS VILLAGE OF STILLWATER, LLC

By: _____
Name: Tandie Hastings
Title: President

"GOLDEN OAKS"

INDEPENDENT SCHOOL DISTRICT OF PAYNE COUNTY, OKLAHOMA, STILLWATER PUBLIC SCHOOLS

By: _____
President, Board of Education

"DISTRICT"

MEMORANDUM OF UNDERSTANDING: Mental Health Agency
School Year 2024-2025

THIS MEMORANDUM OF UNDERSTANDING (Agreement) is entered into on the Jun 11, 2024 by and between Independent School District No. 16 of Payne County, Oklahoma, hereinafter referred to as 'School District," and GRAND Mental Health , hereinafter referred to as "Provider."

PREAMBLE

WHEREAS, Provider is engaged in the business of providing individual, family, and/or group mental health counseling for student populations; and

WHEREAS, Provider wishes to have access to the District's facilities in order to provide mental health and/or counseling services for students in the District, who would otherwise seek such services, subject to the terms and conditions contained herein; and

WHEREAS, the District recognizes that offering mental health and/or counseling services on-site provides significant benefits to the students without substantial disruption to the educational process.

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

1. MAINTENANCE OF LICENSURE Provider shall maintain licensure as a licensed mental health professional (LMHP) or under supervision for licensure in the State of Oklahoma. If at any point Provider has allowed their license to lapse, expire, or otherwise become invalid, or if any other actions or omissions of Provider render them unfit or unable to perform the Services, this Agreement shall immediately terminate.
    a. With prior approval from a school site, Case Management Level II and/or additional designated staff may provide services to support students with school-related goals, not to replace LMHP services, during pre-approved times. Without prior approval, care coordination may be terminated by district administration.
    b. Behavioral Support Specialists must be trained by Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS) as well as have prior approval from the school site to provide services during school hours. An interview with the school principal(s) and Special Services Director(s) must be completed prior to being placed in a school. Behavioral Support Specialists are only in schools with embedded teams and are intended to be at the school site M-F during the entirety of the school day.
2. BACKGROUND CHECKS Provider will maintain updated contact information of staff who provide services in school sites. Background checks, including a nationwide criminal check, multi-state sex offender check, OSBI criminal record check, and current drug

screen, staff name/contact information, and a signed statement indicating that said staff has read and will abide by the expectations set forth in the SPS Mental Health Provider Handbook must be provided prior to visiting a school site for the first time. Further, Provider agrees that it will not hire any individual to perform Services on District property pursuant to this Agreement, whether as an officer, agent, employee, or contractor, who has been convicted of a felony within the past 10 years or at any time has been convicted of, or pled guilty or no contest to, a charge involving illegal substances or a sexual offense. Provide hereby certifies that none of its employees working on District property are currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Offender Registration Act.

3. RECORDS Provider will maintain all records, logs and documentation, including progress notes, prepared by the Provider concerning students in compliance with the Family Educational Rights and Privacy Act and any other applicable state and federal laws regarding confidentiality of this information. Further, Provider shall not have access to any pupil records maintained by the District without express written consent in accordance with Board policies and Administrative Regulations. All requests for pupil records must be submitted to the Assistant Superintendent of Educational Services in writing. After each meeting with a student at school, the District's Mental Health Provider Log will be completed. This applies to both embedded and visiting services.

RELATIONSHIP

   a. Independent Provider. Provider shall perform under this Agreement as an independent Provider, and not as an agent, employee, representative or partner of the District. Neither party shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as otherwise provided herein.
   b. Provider acknowledges that because Provider is not an employee of the District, the District will not pay for any employment-related expenses for Provider or provide Provider with any benefits of employment, such as health or disability insurance, retirement or welfare benefits, and the like.
   c. Non-assignment of Rights or Obligations. Provider shall not assign his/her rights or obligations under this Agreement or any other Agreement entered into between Provider or the District.
   d. Compliance with Board Policies and Administrative Regulations. Provider shall comply with all applicable Board policies and Administrative Regulations, including, but not limited to those, governing his/her presence on school grounds and interactions with staff, students, and community members. Provider shall receive a copy of the Mental Health Provider Handbook and agree in writing to adhere to all District policies and procedures.
   e. Currently enrolled SPS students are the only clients to be seen by the provider at any time on school property.
   f. Non-Exclusive Relationship. The District may enter into an Agreement with another individual/entity to provide similar (or the same) services to the students in the District, as those provided by Provider. The District has no obligation to

notify Provider, in writing or otherwise, upon entering into such an Agreement with another individual/entity.

g. Schedule and Site Expectations.
   i. The District shall establish the schedule when Provider is permitted to offer the Services at the facility(ies) within the District, in order to avoid interfering with the operations of the District.
   ii. Provider will not be issued any type of key or badge by the District to ~~allow access to a locked area of the school facility, but will be given~~ access to the area of the facility where services are to take place by District personnel.
   iii. Prior to visiting a school for the first time, Provider will contact the SPS counselor for an introduction. Additional agency staff are expected to make contact with the school counselor prior to seeing any student at a school site for the first time.
   iv. Provider may see a student only at the time specified by the principal and/or school counselor. Schedules for the students receiving services will be set accordingly to have the least impact on the student's instructional day. Provider shall provide the District with their schedule within those approved times.
   v. Before providing services to a particular student on school property, Provider must provide proof that they have sought and obtained written permission from the student's parent/guardian (ROI). Students may not be seen at school without a current ROI on file. Provider is required to upload the ROI within 24 hours of seeing the student for the first time.
   vi. Provider shall insure that the District has a current list of all students being served by the Provider. When a new student is going to be seen at school, the agency therapist will communicate with the SPS counselor to arrange details including but not limited to frequency of visits and level of need.
   vii. Agency staff will sign in and out upon each visit to a school site and are required to wear a badge at all times.
   viii. When requested, Provider will attend monthly Multidisciplinary Team (MDT) meetings to discuss student progress, address concerns, and consider additional services as needed.
   ix. Provider must have parent permission to provide services during the school day. If the student has counseling as a related service on his/her IEP or the school cannot provide a confidential location for counseling, the Provider may take students off of school property to provide services pursuant to this Agreement. In such a case, Provider must obtain the written permission of the parent(s)/guardian(s) to take the student off of District property to provide counseling services and all counseling services for the student must be held off of District property.
   x. All Providers must have in their possession, at all times, a current photo ID which identifies them as a staff member of Provider.

xi. If, at any time, a Provider demonstrates actions which are inappropriate and create a disruption within the school, the principal may request them to leave and discontinue allowing them to see the student during the school day.

xii. The District may provide periodic written notice to students and families about the Services offered by Provider and the method to be used to access the Services. If provider intends to share information with the public regarding the Services offered at the District's facility(ies), Provider must submit such information to the District and obtain written approval from the District before publishing/issuing it. Such information must include explicit language stating that the Services are NOT SCHOOL SPONSORED SERVICES.

4. ASSUMPTION OF RISK Provider assumes all risk of property loss or damage and of personal injury or death, other than that caused solely by the gross negligence of the District, or its employees, which may be sustained by Provider or as a result of or arising in connection with performing Services.
5. INSURANCE Provider agrees that prior to entering into this Agreement, Provider has obtained a Commercial General Liability ("CGL") insurance policy, Professional Liability insurance policy (PL) insuring Provider in an amount not less than $125,000.00 for personal injury to or death of any individual, and $l,000,000.00 in the aggregate for personal injury or death. Provider shall maintain any necessary liability insurance. Provider must add the District as an additional insured party on each policy and maintain the required insurance policies at all times while this Agreement is in effect. Provider agrees that it will furnish the District with verification of the insurance policies required by this Agreement. If any of the required insurance policies are canceled during this school year, Provider must immediately notify the District and cease providing Services.
6. INDEMNIFICATION Provider agrees to and shall defend, indemnify and hold the District, its officers, administrators, board members, employees, agents, assigns, insurers and attorneys harmless from and against any and all liability, loss or expense, including reasonable attorneys' fees, or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Provider, its officers, agents, employees, or contractors.
7. TRANSLATION COSTS Provider shall be responsible for costs associated with provision of any required translation services for Limited English Profcicient parents or legal guardians of students receiving Services pursuant to this Agreement.
8. WAIVERS No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of such right or remedy with respect to such occurrence or event in the future. No waiver of any of Provider's obligations under this Agreement shall be effective unless in writing and signed by the District. No failure on the part of either party to exercise, and no delay in the exercising of, any right or remedy shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or future exercise thereof or the exercise of any other right or remedy granted hereby, by any related document or by law.

9. AMENDMENTS This Agreement may not be and shall not be deemed or construed to have been altered, modified, clarified, amended, rescinded, canceled or waived in whole or in part, except by written instrument signed by the parties hereto.
10. SEVERABILITY It is agreed that if any provision, or part of a provision, of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, then the parties shall use their best efforts to replace the invalid or unenforceable provision with a provision that, to the extent permitted by applicable law, achieves the purposes intended under the original provision. The balance of this Agreement shall remain valid, unchanged and in full force and effect.
11. MISCELLANEOUS This Agreement embodies the entire agreement and understanding between District and Provider relating to the subject matter of this Agreement, and supersedes all previous communications, representations, understandings, and agreements, whether oral or written.
12. CHOICE OF LAW AND VENUE This Agreement is to be governed by and construed in accordance with the laws, excluding the conflicts laws, of the State of Oklahoma. Any action to enforce this Agreement shall be brought in the State District Court for Payne County, Oklahoma or the United States District Court for the Western District of Oklahoma. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. In the event of any suits or action or other proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred therein. The confidentiality provisions of this Agreement shall survive the termination of this Agreement.
13. THIRD PARTY BENEFICIARIES This Agreement is not a third-party beneficiary contract. No person or entity other than the Parties signing this Agreement shall have any rights under this Agreement.
14. TERMINATION This Agreement is effective as of July 1, 2024, and shall continue in effect through June 30, 2025, unless terminated earlier as provided herein. Either party may terminate this Agreement upon fourteen (14) days' written notice with or without cause, with or without a hearing.

MHR, LPC Luke Carrillo

Provider (Signature Name and Credentials)

INDEPENDENT SCHOOL DISTRICT NO. 16 OF PAYNE COUNTY, OKLAHOMA President, Board of Education

Name of District signing official (credentials/Title)

Houghton Mifflin Harcourt

Proposal #008984727

Prepared For

Stillwater Ind School District

Attention:
Ashley Moore
amoore@stillwaterschools.com

For the Purchase of:

Math 180 on Ed with Coachly 1 Year

License Dates to run from July 1st, 2024 to June 30, 2025

Prepared By
Renewals Automation
carolyn.minear@hmhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:
http://www.hmhco.com/common/terms-conditions

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Ashley Moore
amoore@stillwaterschools.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

ISBN		Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Math 180							
Student Licenses							
1867368	9780358937449	Math 180 on Ed Student Digital Subscription 1 Year Includes: Math 180 on Ed Student License, 1 Year Implementation Success	$109.00	60	$6,540.00	$654.00	$5,886.00
Total for Student Licenses			**$5,886.00**				
Teacher Licenses							
1821211	9780358654605	Math 180 on Ed Teacher Digital Subscription 1 Year Includes: Math 180 on Ed Teacher License, 1 Year Access to Teacher's Corner	$299.00	4	$1,196.00	$1,196.00	
Total for Teacher Licenses			**$0.00**				
Total for Math 180			**$5,886.00**				

Send **Check Payments** to:
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14046 Collections Center Drive
Chicago, IL 60693

Attention:
Ashley Moore
amoore@stillwaterschools.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

ISBN		Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Professional Services - Math 180							
Coaching and Courses							
1868042	9780358943150	Math 180 on Ed Coachly 4 + In-Person Subscription 1 Year Grades 5-12 Coachly provides one-on-one coaching to teachers to build their program expertise, support lesson planning, and discuss data-driven, actionable strategies to grow teacher practice. Each teacher is matched with a certified coach with whom they can schedule virtual sessions and message via the Ed platform. The Coachly 4+ annual subscription includes 4 Coachly digital licenses and 1 in-person coaching days. In-person coaching days can support individuals or teams of teachers with lesson modeling, lesson planning, and data analysis.	$5,500.00	1	$5,500.00		$5,500.00
Total for Coaching and Courses			**$5,500.00**				
Total for Professional Services - Math 180			**$5,500.00**				

Send **Check Payments** to:
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14046 Collections Center Drive
Chicago, IL 60693

Attention:
Ashley Moore
amoore@stillwaterschools.com

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orders@hmhco.com
FAX: 800-269-5232

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ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials

License Dates to run from July 1st, 2024 to June 30, 2025

Total Savings:	**$1,850.00**
Subtotal Purchase Amount:	**$11,386.00**
Shipping & Handling:	**$0.00**
Total Cost of Proposal (PO Amount):	**$11,386.00**

****Please add proper sales tax to your order****

Total Cost of Proposal (PO Amount): $11,386.00

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print materials
  - Point of Contact for Digital materials
  - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	**Sold to:**
Stillwater ISD	Stillwater ISD
314 S Lewis St	314 S Lewis St
Stillwater, OK 74074-3500	Stillwater, OK 74074-3500

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.
Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: http://www.hmhco.com/common/terms-conditions

Date of Proposal: 3/22/2024 **Proposal Expiration Date: 7/31/2024**

Houghton Mifflin Harcourt

Send **Check Payments** to:
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14046 Collections Center Drive
Chicago, IL 60693

Attention:
Ashley Moore
amoore@stillwaterschools.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

Houghton Mifflin Harcourt

Proposal #008984755

Prepared For

Stillwater Ind School District

Attention:
Ashley Moore
amoore@stillwaterschools.com

For the Purchase of:

Read 180 on Ed Stage B with Coachly 1 Year

License Dates to run from July 1st, 2024 to June 30, 2025

Prepared By
Renewals Automation
carolyn.minear@hmhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:
http://www.hmhco.com/common/terms-conditions

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Chicago, IL 60693

Attention:
Ashley Moore
amoore@stillwaterschools.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

ISBN		Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Stage B							
Student Licenses--75 SMS and 45 SJHS							
1866600	9780358937265	Read 180 on Ed Student Digital Subscription 1 Year Includes: Read 180 on Ed Student License 1 Year Implementation Success	$109.00	120	$13,080.00	$1,308.00	$11,772.00
Total for Student Licenses--75 SMS and 45 SJHS			**$11,772.00**				
Teacher Licenses							
1835546	9780358740643	Read 180 on Ed Teacher Digital Subscription 1 Year Includes: Read 180 on Ed Teacher License 1 Year Access to Teacher's Corner	$299.00	8	$2,392.00	$2,392.00	
Total for Teacher Licenses			**$0.00**				
Total for Stage B			**$11,772.00**				

	ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Professional Services - Read 180							
Implementation Success Plan							
1833602	9780358732082	Getting Started Introduction to Read 180 on Ed Live Online 2-Hour Grade 3-12 This two-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed. Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.	$800.00	1	$800.00	$800.00	
Total for Implementation Success Plan			**$0.00**				
Coaching and Courses							
1868092	9780358942528	Read 180 on Ed Coachly 4 + In-Person 1 Year Grades 3-12 Coachly provides one-on-one coaching to teachers to build their program expertise, support lesson planning, and discuss data-driven, actionable strategies to grow teacher practice. Each teacher is matched with a certified coach with whom they can schedule virtual sessions and message via the Ed platform. The Coachly 4+ annual subscription includes 4 Coachly digital licenses and 1 in-person coaching days. In-person coaching days can support individuals or teams of teachers with lesson modeling, lesson planning, and data analysis.	$5,500.00	2	$11,000.00		$11,000.00
Total for Coaching and Courses			**$11,000.00**				
Total for Professional Services - Read 180			**$11,000.00**				

Send **Check Payments** to:
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14046 Collections Center Drive
Chicago, IL 60693

Attention:
Ashley Moore
amoore@stillwaterschools.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Please submit this form with your purchase order

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials

License Dates to run from July 1st, 2024 to June 30, 2025

Total Savings:	**$3,700.00**
Subtotal Purchase Amount:	**$22,772.00**
Shipping & Handling:	**$0.00**
Total Cost of Proposal (PO Amount):	**$22,772.00**

****Please add proper sales tax to your order****

Total Cost of Proposal (PO Amount): $22,772.00

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print materials
  - Point of Contact for Digital materials
  - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	**Sold to:**
Stillwater ISD	Stillwater ISD
314 S Lewis St	314 S Lewis St
Stillwater, OK 74074-3500	Stillwater, OK 74074-3500

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.
Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: http://www.hmhco.com/common/terms-conditions

Date of Proposal: 3/22/2024 **Proposal Expiration Date: 7/31/2024**

Houghton Mifflin Harcourt

Send **Check Payments** to:
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14046 Collections Center Drive
Chicago, IL 60693

Attention:
Ashley Moore
amoore@stillwaterschools.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

Stillwater Public Schools

Behavioral Therapy Services Agreement

School Year 2024-2025

This Agreement is entered into on the 1st day of July, 2024 by and between Independent School District No.16 of Payne County, Oklahoma ("District") and Hometeam Behavioral Health LLC("Provider"), together referred to as the Parties.

RECITALS:

WHEREAS, the District and Provider desire to enter into a service agreement mutually advantageous to both parties.

WHEREAS, the District agrees to allow access to school-based Applied Behavioral Analysis behavioral therapy services from the Provider for private insurance-eligible students for the 2024-2025 school year at District's elementary and secondary schools.

WHEREAS, Provider desires to provide school-based behavioral therapy services and family support services under the terms and conditions of this Agreement and pursuant to private (non-school) compensation arrangements herein referenced.

NOW, THEREFORE, the parties agree as follows:

1. Provider shall designate Provider Employee(s) to deliver behavioral therapy to students and consultation services to staff at the assigned schools. The Provider Employee will possess licensure as a Board-Certified Behavior Analyst or be under supervision of a Board-Certified Behavior Analyst in preparation for licensure in the State of Oklahoma.
2. The Provider Employee, with parent permission, will provide services to eligible District students, that include Applied Behavioral Analysis Therapy, case management, and (as relevant to services) attendance of student-focused meetings- all of which are subject to the expectations of the Special Services Office and/or the principal of the school to:
    a. Determine specific school based therapeutic needs in collaboration with special education administrators, building level administrators, parent/guardians, provider Board Certified Behavior Analyst, and classroom staff members , to plan appropriate therapies and activities, and assess, modify and improve services provided to each student as dictated by the student's individual needs and consistent with the terms of this Agreement;
    b. Orient, train and consult with professional and nonprofessional staff in treatment techniques that can be used in the classroom;
    c. Provide verbal and/or written reports to the District on a mutually agreeable schedule;
    d. Provide in-service training for staff and families as mutually agreed upon by Parties to this Agreement;

3. In the event that the Provider Employee providing services under this Agreement is not providing services in accordance with the stated direction of the Special Services Office and/or the principal, the designated Provider administrative representative will be contacted. In the event that said issues are not resolved, Provider will, upon written request by the District, immediately remove Provider's Employee from the school. In addition, all issues Provider's Employees have will be managed through Provider and not the District.
4. Provider is an independent contractor and acknowledges and agrees that Provider's Employees are employees of Provider and not the District. Nothing in this Agreement shall be construed to constitute the Provider as an agent or employee of District, nor shall anything contained in this Agreement be construed to constitute the District as an agent of the Provider. All wages, taxes, benefits and other employment-related expenses and duties associated with the Provider 's Employee are the sole responsibility of Provider.
5. Services under this Agreement will extend from July 1, 2024 to June 30, 2025. The Provider Employee will provide services at the assigned school site only during school hours; upon appointment, when the particular school is in session according to the District's 2024-2025 school calendar. Provider must have parent permission to provide services during the school day and Provider is solely responsible for obtaining parent permission in writing.
6. Provider will maintain all records, logs and documentation, including progress notes, prepared by the Provider Employee concerning students in compliance with the Family Educational Rights and Privacy Act {FERPA) and any other applicable state and federal laws regarding the confidentiality of student information.
7. Provider agrees to and shall defend, indemnify and hold the District, its officers, administrators, board members, employees, agents, assigns and attorneys harmless from and against any and all liability, loss or expense, including reasonable attorneys' fees, or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Provider, its officers, agents, employees, or contractors.
8. Provider agrees that prior to entering into this Agreement, Provider has obtained a Commercial General Liability ("CGL") insurance policy and Professional Liability insurance policy (PL) insuring Provider in an amount not less than $1,000,000.00 for each occurrence, at its own expense, and will provide written proof of such coverage, upon request.
9. Further, Provider affirms that its employees and any subcontractor who will be on District property and acting on behalf of Provider 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.
10. Provider Employees will operate in accordance with the applicable federal and state laws and regulations and District policies, rules, regulations and applicable guidance. District special education administrators will supervise the day-to-day provision of these services.

11. The District and Provider agree that student safety is a top priority. In an effort to protect student safety, Provider agrees that it will neither hire nor assign any individual whether as, officer, agent, employee, or contractor, who has been convicted of a felony or who has been convicted of any crime involving moral turpitude. Provider shall submit written proof to the District's Special Services Office that all applicable Provider Employees have passed background checks and had training in universal precautions, CPR and first aid, prior to entering any school to provide services pursuant to this Agreement. The District Special Services Office shall thereafter submit a list of approved Provider Employees who have met these criteria to the assigned school. All Provider Employees must have in their possession, at all times, a current photo ID which identifies them as a staff member
of Provider. If, at any time, a Provider Employee demonstrates act ions which are inappropriate and create a disruption within the school, the principal may request them to leave and discontinue allowing them to see the student during the school day.
12. Before providing services to a particular student on school property, Provider must provide proof that they have sought and obtained written permission from the student's parent/guardian. Provider Employees may see a student only at the time specified by the principal. Provider shall insure that the Special Services Office has a current list of all students being served by the Provider.
13. A designation of Services by the Provider or a Provider Employee may not be written into a student's IEP or 504 Plan.
14. Provider acknowledges District's COVID-19 requirements for District's staff and for Provider Employees when on District campuses. Provider agrees that its employees; shall not enter any District site without checking their temperature to ensure a temperature below 100.4(F); have not tested positive for COVID-19; and have not, to their knowledge, been exposed to a person with COVID-19. Provider also agrees to adhere to District's mask requirements for individuals present at its sites as well as requirements for physical distancing and disinfection.
15. The Special Services Office will design a program review component with Provider to assess the guidelines and processes related to the delivery of services pursuant to this Agreement.
16. Either Provider or the District may choose to discontinue services during the term of this Agreement for any reason with 30 (thirty) calendar days' written notice. Any such termination of this Agreement by the District may be effectuated by the Superintendent of the District or the Superintendent's designee.
17. No failure or delay in the exercise of any right, remedy, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise of any

right, remedy, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law or in equity.

18. Provider, under no circumstances, will bill or attempt to bill the District for any services provided. All Provider compensation will be arranged through the student's private insurance carrier. The district will not bill or attempt to bill provider or private insurance company for any supervision that may be provided by school employed Board Certified Behavior Analyst.
19. THIS CONTRACT IS NOT ASSIGNABLE, AND THE OBLIGATIONS OF THIS CONTRACT MAY NOT BE SUBCONTRACTED OR OTHERWISE DELEGATED TO OTHERS.
20. This Agreement constitutes the entire agreement of the parties with respect to the subject matter, and may be amended only in a writing signed by both Parties.

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

INDEPENDENT SCHOOL DISTRICT NO. 16
OF PAYNE COUNTY, OKLAHOMA

_____

President, Board of Education

DATE

Hometeam Behavioral Health LLC

Alex Rivera

DATE

05-13-2024

DocuSign Envelope ID: B792910F-A07C-45B3-A382-321C913380F9

INSTRUCTURE

Services Order Form

Order #: Q-359500-8
Date: 2024-05-16
Offer Valid Through: 2024-06-17

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Stillwater Public Schools

Address: 314 S Lewis St
City: Stillwater
State/Province: Oklahoma
Zip/Postal Code: 74074
Country: United States

Order Information
Billing Frequency: Annual Upfront
Payment Terms: Net 30

Billing Contact

Name: _____
Email: _____
Phone: _____

Primary Contact

Name: Emily Harris
Email: emharris@stillwaterschools.com
Phone: +1 405 533 6300

Billing Frequency Term:
Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas LMS Cloud Subscription	2024-07-01	2025-06-30	User	3,200	USD 8.73	USD 27,936.00
Canvas Studio Cloud Subscription	2024-07-01	2025-06-30	User	3,200	USD 4.76	USD 15,232.00
Training Portal Essential - Core On-Demand Content	2024-07-01	2025-06-30	Per Each	3,200	USD 2,420.00	USD 2,420.00
24x7 Tier 1 Support (Faculty Only)	2024-07-01	2025-06-30	30% of Subscription (Minimums Apply)	1	USD 8,380.80	USD 8,380.80
Recurring Sub-Total						USD 53,968.80
Canvas LMS - Tier 1 Support Setup			One Time Fee	1	USD 0.00	USD 0.00
Non-Recurring Sub-Total						USD 0.00
Year 1 Total						USD 53,968.80

Grand Total: USD 53,968.80

Deliverable	Description	Expiration	Qty
Canvas LMS Cloud Subscription	Canvas LMS - K-12 Subscription (by user)	N/A	3,200
Canvas Studio Cloud Subscription	Canvas Studio - K-12 Subscription (User)	N/A	3,200
24x7 Tier 1 Support (Faculty Only)	24x7 Tier 1 support (faculty only) per year (30% of subscription - min $4,500)	N/A	1
Canvas LMS - Tier 1 Support Setup	One-time fee for Tier 1 Support	N/A	1

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Professional Services	Description	Expiration	Qty
Training Portal Essential - Core On-Demand Content	Unlimited access to core on-demand training content for teachers and admins through the Training Portal.		3,200

Metrics and Descriptions:

User: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
Canvas LMS Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/ Seat) multimedia storage. Additional multimedia storage can be purchased for USD $1.00 per 1GB per year.
Canvas Studio Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/ Seat) multimedia storage. Additional multimedia storage can be purchased for USD $1.00 per 1GB per year.

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:
Canvas & Catalog: https://www.instructure.com/canvas/support-terms
Portfolium: https://portfolium.com/support-terms
MasteryConnect: https://www.masteryconnect.com/support/

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

In the event that Customer fails to execute this Order Form prior to the Start Date listed above, all fees shall become due payable upon Customer's receipt of an invoice.

Terms and Conditions
This Order Form shall be governed by the Master Terms and Conditions which can be found here:
https://www.instructure.com/policies/master-terms-and-conditions

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

The parties agreement with regards to Instructure's processing of personal data or personally identifiable information can be found at: https://www.instructure.com/policies/data-processing

Auto Renewal Terms
Recurring items on this Order Form (other than any 3rd Party Products) shall automatically renew for succeeding terms of 12 month duration at an annual price increase of 10% unless either party gives the other party 60 days' written notice of its intent not to renew prior to the expiration of the then-current term.

Any requests to change service deliverables as defined on the order form may incur a fee of ten percent (10%) of the remaining fees for the service.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?	Check here if your company is exempt from US state sales tax : _____
Please Enter (Yes or No): _____	*Please email all US state sales tax exemption certifications to ar@instructure.com*
If yes, please enter PO Number: _____	

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Stillwater Public Schools

Signature:	
Name:	
Title:	
Date:	

Instructure, Inc.

Signature:	DocuSigned by: EE764B69151C4C8...
Name:	Austin Holden
Title:	Manager, Deal Desk
Date:	05/16/2024

PHYSICAL THERAPY SERVICES AGREEMENT

School Year 2024-2025

This Physical Therapy Services Agreement (the "Agreement") dated as of the 1st day of July, 2024, is between Independent School District No. 16 of Payne County, Oklahoma ("Stillwater Schools") with a notice address of 314 S. Lewis, Stillwater, Oklahoma 74074, and Kari Fields ("PT"), with a notice address of 1615 W. University Ave., Stillwater, Oklahoma 74074.

In consideration of the mutual terms, covenants and conditions specified in this Agreement, Stillwater Schools and PT agree as follows:

1. **Physical Therapy Services**. CONSULTANT agrees to make available to Stillwater Schools the services of a certified physical therapist (PT) for up to 1440 hours during the term of this Agreement, and such additional time as the parties agree for the compensation set forth herein. The specific starting date for PT to deliver services will be mutually determined by CONSULTANT and Stillwater Schools.

2. **PT's Duties**. PT shall provide such physical therapy services as indicated by the Stillwater Schools' student's Individualized Education Program or 504 Accommodation Plan (the "Services"). The Services provided by the PT shall include, without limitation, providing physical therapy evaluations and treatment as deemed appropriate by PT and the Stillwater Schools Special Education Director, recording students' progress and preparing materials and assembling equipment used during treatment if necessary, participation in student-focused meetings and program-focused meetings, and completing paperwork as determined by Stillwater Public Schools. All equipment and materials to be used in treatment together with documentation forms will be provided by Stillwater Schools. The specific starting date for PT's delivery of Services will be mutually determined by PT and Stillwater Schools.

3. **Certification and Licensure**. PT represents and warrants that PT is a certified physical therapist licensed by the State of Oklahoma. PT shall notify Stillwater Schools immediately if, for any reason, PT's Oklahoma physical therapy license is suspended or if PT's required certification is not renewed upon expiration.

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

5. **Insurance**. PT represents and warrants that PT is insured under a professional liability policy in a minimum amount of $1,000,000.00 per incident/occurrence and $3,000,000.00 aggregate, and that such insurance covers PT when PT is providing services as a physical therapist on the premises of Stillwater Schools. PT agrees to provide Stillwater Schools with proof of insurance upon request.

6. **Worker's Compensation**. PT certifies that, by law, PT is not required to carry Worker's Compensation Insurance and shall in no event be entitled to such coverage from Stillwater Schools.

7. **OSHA and Background Checks**. PT represents and warrants that PT has received training in the prevention of exposure to bloodborne pathogens and other potentially infectious materials in accordance with the OSHA Standard on Bloodborne Pathogens ("OSHA training") and agrees to provide Stillwater Schools with written verification of same. If PT has not received OSHA training, PT agrees to attend a one-hour OSHA training course provided by Stillwater Schools at no cost to PT no later than October 1, 2024. PT further represents and warrants that PT has not been convicted of a felony, a sex offense subject to the Sex Offenders Registration Act in Oklahoma or the sex offender registration provisions of another state or federal law. PT agrees to provide Stillwater Schools with written consent for Stillwater Schools to conduct such background checks and criminal history investigations as Stillwater Schools may request from time to time during the term of this Agreement.

8. **Compensation**. Stillwater Schools agrees to pay PT the sum of $75.00 per hour for the Services will be provided on an individualized basis, as needed and will be charged as those services as provided at the $75.00 per hour rate. PT agrees to invoice Stillwater Schools monthly for all Services provided. PT agrees and acknowledges **that all required documentation must be submitted to Stillwater Schools no later than the 3rd day of the month following the month in which the Services were provided and that Stillwater Schools will not forward payment to PT until Stillwater Schools has been provided the required documentation.** PT acknowledges that all revenue provided to PT pursuant to this Agreement constitutes "net earnings from self-employment" as the term is defined in Section 1402(a) of the Internal Revenue Code of 1986, as amended, and that Stillwater Schools shall have no obligation to PT as an employer for withholding and remitting taxes, insurance, FICA, etc.

9. **Term and Termination**. This Agreement is effective as of July 1, 2024, and shall continue in effect through June 30, 2025, unless terminated earlier as provided herein. Either party may terminate this Agreement upon fourteen (14) days' written notice.

10. **Independent Contractor Status**. Each party is acting as an independent contractor and no employee or subcontractor of either party shall be deemed to be an employee of the other. Neither party undertakes by this Agreement or otherwise, to perform any obligation of the other party, whether regulatory or contractual, or to assume any responsibility for the other party's actions, business or operations. Neither party shall have the authority to bind, commit or incur any liability on behalf of the other party or to otherwise act in any way as an agent or representative of the other party.

11. **Force Majeure**. Neither party shall be responsible for any failure or delay in the performance of any obligations due to any cause beyond its reasonable control, including, but not limited to, any such delay or failure arising from third party labor disputes, third party strikes, other third party labor or industrial disturbances, acts of God, pandemic, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, fire, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, and new or changed regulations or orders of any governmental authority; provided that the party claiming force majeure event has given the other party reasonably prompt notice of the event.

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

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

INDEPENDENT SCHOOL DISTRICT NO. 16
OF PAYNE COUNTY, OKLAHOMA

By: _____
President, Board of Education

Date: _____

Kari Fields PT
_____
KARI FIELDS, PT

Date: 5/22/2024

Stillwater Public Schools
Behavioral Consultation and Observation Agreement
School Year 2024-2025

This Agreement is entered into on the 1st day of July 2024 by and between Independent School District No. 16 of Payne County, Oklahoma ("District") and Kathryn Beaman, Ph.D. ("Provider"), together referred to as the Parties.

RECITALS:

WHEREAS, the District and Provider desire to enter into a service agreement mutually advantageous to both parties.

WHEREAS, the District agrees to allow access to school-based behavioral consultation and observation from the Provider for private insurance-eligible students for the 2023-2024 school year at District's elementary and secondary schools.

WHEREAS, Provider desires to provide school-based behavioral consultation and observation and family support services under the terms and conditions of this Agreement and pursuant to private (non-school) compensation arrangements herein referenced.

NOW, THEREFORE, the parties agree as follows:

1. In the event that the Provider providing services under this Agreement is not providing services in accordance with the stated direction of the Special Services Office and/or the principal, the Provider will be contacted. In the event that said issues are not resolved, Provider will, upon written request by the District, immediately stop providing services in the school.
2. Provider is an independent contractor and acknowledges and agrees that Provider is not an employee of the District. Nothing in this Agreement shall be construed to constitute the Provider as an agent or employee of District, nor shall anything contained in this Agreement be construed to constitute the District as an agent of the Provider. All wages, taxes, benefits and other employment-related expenses and duties associated with the Provider 's employees are the sole responsibility of Provider.
3. Services under this Agreement will extend from March 4, 2024 to June 30, 2024. The Provider will provide consultation and observations at the assigned school site only during school hours: upon appointment, when the particular school is in session according to the District's 2023-2024 school calendar. Provider must have parent permission to provide services during the school day and Provider is solely responsible for obtaining parent permission in writing.
4. Provider will maintain all records, logs and documentation. including progress notes, prepared by the Provider concerning students in compliance with the Family Educational Rights and Privacy Act {FERPA) and any other applicable state and federal laws regarding the confidentiality of student information or protected health information.
5. Provider agrees to and shall defend, indemnify and hold the District, its officers, administrators, board members, employees, agents, assigns and attorneys harmless from and against any and all liability, loss or expense, including reasonable attorneys' fees, or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Provider, its officers, agents, employees, or contractors.
6. Provider agrees that prior to entering into this Agreement, Provider has obtained a Commercial General Liability ("CGL") insurance policy and Professional Liability insurance policy (PL) insuring Provider in an amount not less than $1,000,000.00 for each occurrence, at its own expense, and will provide written proof of such coverage, upon request.

15. No failure or delay in the exercise of any right, remedy, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise of any right, remedy, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law or in equity.
16. Provider, under no circumstances, will bill or attempt to bill the District for any services provided. All Provider compensation will be arranged through the student's private insurance carrier.
17. THIS CONTRACT IS NOT ASSIGNABLE, AND THE OBLIGATIONS OF THIS CONTRACT MAY NOT BE SUBCONTRACTED OR OTHERWISE DELEGATED TO OTHERS.
18. This Agreement constitutes the entire agreement of the parties with respect to the subject matter, and may be amended only in a writing signed by both Parties.
19. This Agreement shall be governed by, interpreted and construed in accordance with the procedural and substantive laws of Oklahoma.

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

INDEPENDENT SCHOOL DISTRICT NO. 16 OF PAYNE COUNTY, OKLAHOMA

_____
President, Board of Education

_____
Date

PROVIDER

Kathryn Beaman, Ph.D.

Kathryn Beaman, Ph.D.

3-19-24
Date

Kathryn Beaman, Licensed Psychologist #996. National Provider Identification #1588761126

MEMORANDUM OF UNDERSTANDING

BETWEEN

Meridian Technology Center

and

Stillwater Public Schools

Purpose: The purpose of this Memorandum of Understanding is to outline an agreement in which **Meridian Technology Center** has agreed to provide **Stillwater Public Schools** the sum of $50,000.00 to supplement funding for two Stillwater Middle School Gateway To Technology Programs ($25,000.00 each). The funding award is for classroom and/or lab costs of the program listed above and may not be expended for any other purpose.

Agreement Period: The term of this Agreement is from July 1, 2024, through June 30, 2025.

Payment Terms: **Meridian Technology Center** will disburse funds on or before February 1, 2025.

Facilities: Classes will be conducted in facilities provided by **Stillwater Public Schools** and located at Stillwater Middle School.

Program Materials And Equipment: Program instructional materials and supplies for the classes identified will be provided by **Stillwater Public Schools. Meridian Technology Center** agrees to provide additional resources in the form of materials, instructional support, technology and equipment.

Project Description: **Stillwater Middle School will provide the following program for the 2024-2025 School Year:**

The SMS Gateway To Technology program for 6th and 7th grade students is designed to actively engage learners in hands-on projects and career exploration/preparation in an effort to increase student interest in viable careers and continued education and training to support their career goals.

Meridian Technology Center will be responsible for the following:

1. Provide instructional support in the form of career specialists, guest speakers, special activities, etc.
2. Provide Student Service, Recruitment and Marketing services as needed.
3. Provide in-kind support services such as technical, facilities, etc.
4. Provide loaned and/or surplus items for program use.
5. Provide funding award to supplement the program listed above.

Stillwater Public Schools will be responsible for the following:

1. Provide qualified and certified administrative and instructional staff members to deliver the program listed above.
2. Provide facilities for the above listed program.
3. Provide utilities, maintenance, and custodial support for the above listed program.
4. Assist **Meridian Technology Center** in the evaluation of the project's objectives, Stillwater Public Schools agrees to cooperate with MTC to develop a mutually agreeable evaluation plan. Stillwater Public Schools agree to provide MTC narrative and financial reports, as requested, on the use of the funds.

It is understood that the **SMS Gateway To Technology Program** receives its primary funding from the **Stillwater Public Schools**. This additional grant award from **Meridian Technology Center** will continue on an annual basis as long as adequate funding is available and program evaluations continue to provide positive indicators for continued support. This agreement can be modified or cancelled by either or both parties if funding should change materially or become non-existent. It is agreed that this grant award will be based upon an annual agreement signed by the superintendent of both schools.

Signatures:

Board President, Stillwater Public Schools	**Date**
Douglas R. Major, Ed.D.	5-25-24
Superintendent, Meridian Technology Center	**Date**

OCCUPATIONAL THERAPY ASSISTANT SERVICES AGREEMENT

School Year 2024-2025

This Occupational Therapy Assistant Services Agreement (the "Agreement") dated as of the 1st day of July, 2024, is between Independent School District No. 16 of Payne County, Oklahoma ("Stillwater Schools") with a notice address of 314 S. Lewis, Stillwater, Oklahoma 74074, and. ("CONSULTANT"), with a notice address of Motor Mouth Therapy, LLC, 4245 S. 188th E. Ave, Tulsa, OK 74134.

In consideration of the mutual terms, covenants and conditions specified in this Agreement, Stillwater Schools and CONSULTANT agree as follows:

1. **Occupational Therapy Assistant Services**. CONSULTANT agrees to make available to Stillwater Schools certified occupational therapy assistant (COTA) services for up to 900 hours during the term of this Agreement, and such additional time as the parties agree for the compensation set forth herein. The specific starting date for COTA to deliver services will be mutually determined by CONSULTANT and Stillwater Schools.

2. **COTA Duties**. The COTA shall provide such occupational therapy services as indicated by the Stillwater Schools' student's Individualized Education Program or 504 Accommodation Plan as established by the supervising Occupational Therapist (OTR). The COTA Services shall include, without limitation, collaborating with the supervising OTR in establishing a plan of care, recording student's progress, preparing materials and assembling equipment used during treatment, participation in student-focused meetings and program-focused meetings as directed by the supervising OTR, and completing paperwork as determined by Stillwater Public Schools. All equipment and materials to be used in treatment together with documentation forms will be provided by Stillwater Schools.

3. **Certification and Licensure**. CONSULTANT represents and warrants that the COTA Services will be provided only by a certified occupational therapy assistant licensed by the State of Oklahoma. CONSULTANT further warrants that it has conducted sex offender background checks on the OTR and determined that neither has a criminal history.

4. **Supervision**. CONSULTANT acknowledges that any COTA contracted or employed by Stillwater Public Schools will be supervised by an OTR, who will be responsible for evaluating the performance of the COTA. The supervising OTR will be provided by Stillwater Public Schools. The OTR will report directly to and be overseen by the Office of Special Services.

5. **Confidentiality**. CONSULTANT agrees that the COTA shall adhere to all state and federal laws regarding the confidentiality and privacy of the education records and patient healthcare records of students and students with disabilities.

6. **Insurance**. CONSULTANT represents and warrants that the COTA is insured under the CONSULTANT's professional liability policy in a minimum amount of $2,000,000.00 per incident/occurrence and $4,000,000.00 aggregate, and that such insurance covers the COTA when providing the COTA Services and under this agreement. CONSULTANT agrees to maintain the foregoing insurance policy at all times while this Agreement is in effect and agrees to notify Stillwater Schools immediately should the foregoing policy be canceled. CONSULTANT will provide Stillwater Schools with copies of the foregoing insurance policy.

7. **Billing**. CONSULTANT agrees to submit itemized bill for services provided for the prior month by the 3rd day of current month. Stillwater Schools agrees to pay the sum of the monthly bill per the rate set forth in Section 8 to CONSULTANT by the 28th day of the current month. Each invoice shall contain a detailed statement of the COTA Services provided will include dates and times. Commute/travel to and from district is not an included service and Stillwater Public Schools will not be responsible for expenses incurred by therapist's commute.

8. **Compensation**. Stillwater Schools agrees to pay CONSULTANT the sum of $60.00 per hour for the COTA Services.

9. **Term and Termination**. This Agreement is effective as of July 1, 2024, and shall continue in effect through June 30, 2025, unless terminated earlier as provided herein. Either party may terminate this Agreement upon fourteen (14) days' written notice.

10. **Independent Contractor Status**. Each party is acting as an independent contractor and no employee or subcontractor of either party shall be deemed to be employee of the other. Neither party undertakes by this Agreement or otherwise, to perform any obligation of the other party, whether regulatory or contractual, or to assume any responsibility for the other party's actions, business or operations. Neither party shall have the authority to bind, commit or incur any liability on behalf of the other party or to otherwise act in any way as an agent or representative of the other party.

11. **Force Majeure**. Neither party shall be responsible for any failure or delay in the performance of any obligations due to any cause beyond its reasonable control, including, but not limited to, any such delay or failure arising from third party labor disputes, third party strikes, other third party labor or industrial disturbances, acts of God, pandemic, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, fire, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, and new or changed regulations or orders of any governmental authority; provided that the party claiming force majeure event has given the other party reasonably prompt notice of the event.

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

nationally recognized courier service to the parties at the addresses herein or at such other addresses of which either party may give notice.

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

INDEPENDENT SCHOOL DISTRICT NO. 16
OF PAYNE COUNTY, OKLAHOMA

By: _____
President, Board of Education

Motor Mouth Therapy, LLC

By: _____
Caitlin Bruder, Partner

NWEA, a division of Houghton Mifflin Harcourt Publishing Company

Schedule A

SALES ORDER

Company Address:	121 NW Everett Street Portland, OR 97209	Created Date:	03/13/2024
		Quote Number:	00090992
Start Date:	07/01/2024	Agency Code:	24325
End Date:	06/30/2025		
Prepared By:	Raquel Hamons	Contact Name:	Janet Vinson
Phone:		Phone:	
Email:	raquel.hamons@nwea.org	Email:	jvinson@stillwaterschools.com
Bill To Name:	Stillwater Public Schools	Ship To Name:	Stillwater Public Schools
Bill To Address:	314 S Lewis St Stillwater, OK 74074-3515	Ship To Address:	314 South Lewis Stillwater, OK 74074

Product	List Price	Sales Price	Quantity	Total Price	Item Discount
MAP Growth K-12	$14.50	$5.50	1,500	$8,250.00	*-$13,500.00*
MAP Growth Subsidy	$0.00	$8.00	1,500	$12,000.00	*-($12,000.00)*
MAP Growth K-12	$14.50	$13.50	1,320	$17,820.00	*-$1,320.00*
Onsite (3-hour session, up to 30 participants) MAP Growth- MAP Growth Basics	$2,100.00	$2,100.00	2	$4,200.00	*-$0.00*
Onsite (3-hour session, up to 30 participants) MAP Growth- Applying Reports: Essential Reports for Teachers	$2,100.00	$2,100.00	2	$4,200.00	*-$0.00*
Onsite (3-hour session, up to 30 participants) MAP Growth- Applying Reports: Student Goal Setting	$2,100.00	$2,100.00	2	$4,200.00	*-$0.00*

Quote Discount	*-$2,820.00*
Quote Subtotal	$50,670.00
Estimated Tax	$0.00
Grand Total	**$50,670.00**

Notes

Pricing per OPSRC membership year one for 24-25; OPSRC will pay the subsidy amount of $12,000.

Terms and Conditions

This Schedule A is subject to the terms and conditions located at: https://legal.nwea.org/ (the “Agreement”) for the Products and Services listed above. By signing this Schedule A, you agree you have read, understand, and agree to the terms of the Agreement. References to NWEA in the above-linked terms shall refer to NWEA, a division of Houghton Mifflin Harcourt Publishing Company.

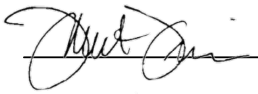
General. Product and Onsite/Virtual Services-specific terms are located at: http://legal.nwea.org/msa_supplemental_terms.pdf.

Information about NWEA’s collection, use, and disclosure of Student Information can be found here: https://legal.nwea.org/nwea-privacy-and-security-for-pii.html

NWEA’s W9 can be found at: https://legal.nwea.org/nwea-w-9.html

Until this Schedule A is signed, the terms identified here are valid for 30 days from the date above. Please confirm the billing address or specify changes to your Account Manager.

Signature

Signature:		Printed Name:	Janet Vinson
Date:	April 2, 2024	Title	Assistant Superintendent
Signature:		Printed Name:	
Date:		Title	

Contract

Purchase Authorization Number

This contract is hereby entered into between the Oklahoma Department of Human Services (DHS) and Stillwater Public Schools (contractor).

314 S. Lewis Street	Stillwater	OK	74074
Billing address	City	State	ZIP code

1.0 Contract Period

Employer Identification Number (EIN Number), Social Security number (SSN) or vendor number

Both parties are in agreement that this contract shall be in effect for a period beginning July 2024 and ending June 2025 . This contract may be renewed, at the sole option of DHS, under the same terms and conditions for three additional period(s) with a finite ending date of June 2028 .

2.0 Scope of Work

The contractor hereby offers and agrees to perform services as described in Attachment A, entitled Scope of Work. When necessary, subsequent attachments shall be titled in succession - such as Attachment B, C, or D.

3.0 Compensation and Billing

In consideration of the performance of said services, DHS agrees to pay the contractor:

80% of the costs associated with the position as defined in Attachment A

Payment against this contract shall be Firm Fixed at the Quoted Price and DHS shall not pay nor be liable for any other additional costs including, but not limited to, taxes, attorney fees, or liquidated damages.

Payment for all services herein shall be made in arrears after products have been delivered or services are provided, per Section 85.44(B) of Title 74 of the Oklahoma Statutes (74 O.S. § 85.44(B)). DHS shall not make any advance payments or advance deposits. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §§ 34.71 and 34.72.

The contractor shall bill DHS on a Quarterly basis for services. Claims for reimbursement of services shall be submitted within 90-calendar days of the provision of services. The contractor shall provide documentation of such expenses to support requests for reimbursement that may include, but are not limited to, copies of invoices, evidence of contractor payment, or other DHS requested documents. Supporting encumbrances may be canceled upon a lapse of six months from the actual provision of services. DHS has 45-calendar days from presentation of a proper invoice to issue payment to the contractor. If DHS finds that an overpayment or underpayment has been made to the contractor, DHS may adjust any subsequent payments to the contractor to correct the account. DHS shall issue a written explanation of the

adjustment to the contractor.

4.0 Modification

Any change in the total amount of the contract shall be in writing and approved by both parties. Any change in services provided prior to the execution of a mutually-approved contract modification is not eligible for payment. When a budget is attached, it is agreed by both parties that all budget changes between line items exceeding 0 percent shall be in writing and approved by the contractor and DHS prior to any change in service.

5.0 Termination for Convenience

DHS shall terminate the contract in whole or in part for convenience when it is in DHS's best interest. DHS shall terminate the contract by delivering to the contractor a Notice of Termination for Convenience, specifying the terms and effective date of contract termination. The contract termination date shall be a minimum of 30-calendar days from the date DHS issues the Notice of Termination for Convenience.

Notice of termination shall be in writing and electronic notification shall be sufficient.

When the contract is terminated, DHS is liable only for products and/or services delivered and accepted and for costs and expenses, exclusive of profit, reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the contractor.

6.0 Termination for Cause

The contractor may terminate the contract for default or other just cause with a 30-calendar day written request. DHS may terminate the contract for default or other just cause upon written notification to the contractor.

Notice of termination shall be in writing and electronic notification shall be sufficient.

When the contract is terminated, DHS is liable only for payment for products and/or services delivered and accepted.

7.0 Sub-Contracting

The service to be performed under this contract shall not be assigned or sub-contracted in whole or in part to any other person or entity without advance DHS written consent. The terms of this contract and such additional terms as DHS may require shall be included in any approved sub-contract and approval of any sub-contract shall not relieve the contractor of any responsibility for performance required under this contract.

8.0 Travel Expenses

Travel expenses incurred pursuant to an acquisition by DHS shall be included in the total acquisition price in the supplier's contract. DHS shall not pay any travel expenses in addition to the total price in the contract.

9.0 Unavailability of Funding

DHS cannot guarantee the continued availability of funding for this contract, notwithstanding the consideration stated herein. In the event funds to finance this contract become unavailable either in full or in part due to insufficient funding, DHS may terminate this contract or reduce this contract consideration, upon written notice to the contractor. The notice shall be delivered by certified mail, return receipt requested, or hand-delivered with written proof of delivery. DHS shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction in

consideration shall be specified in the notice, provided the funding adjustments stated in this paragraph shall not apply to payments made for services satisfactorily completed, prior to the effective date of the termination or reduction. In the event of a reduction in contract consideration, the contractor may work with DHS to reduce the Scope of Work proportionately or cancel this contract as of the effective date of the proposed reduction upon advance written notice to DHS. Both parties shall make a good faith effort to reach mutual agreement on reasonable phase-out costs upon notice of termination or reduction of contract.

10.0 Insurance

The contractor shall obtain and retain insurance including workers' compensation, vehicle insurance, medical malpractice, and general liability as applicable or as required by federal or state law prior to commencement of any work on this contract. The contractor shall timely renew the policies to be carried throughout the term of this contract and shall provide DHS with evidence of such insurance and renewals upon request, pursuant to this Section.

11.0 Limitation of Liability

The contractor agrees to indemnify DHS and the State of Oklahoma in respect to all damages, expenses, fines, judgments, and costs including, but not limited to, attorney fees arising from negligence, acts or omissions of the contractor, or its agents, sub-contractors, and assigns in connection with performance of this contract. Without waiving any defense or immunity and subject to the Oklahoma Governmental Tort Claims Act, DHS agrees to bear all expenses, fines, judgments, and costs that may arise from any acts or omission of its officials or employees in connection with this contract.

12.0 Employment Relationship

This contract does not create an employment relationship. Individuals performing services required by this contract are not employees of DHS or the State of Oklahoma. The contractor's employees shall not be considered employees of DHS nor the State of Oklahoma for any purpose and accordingly shall not be eligible for rights or benefits accruing to state employees. DHS retains the right to request replacement of assigned staff paid in full or partially by this contract.

13.0 Confidential Information

The contractor recognizes that DHS has and will have agency and client information that are confidential and need to be protected from disclosure. The contractor agrees that the contractor's employees, or any of its agents shall not at any time or in any manner, either directly or indirectly, use any information for the contractor's benefit or divulge, disclose, or communicate in any manner any confidential information to any third party.

14.0 Grievance Procedure

When this contract involves services to DHS clients, the contractor shall have a system for resolution of said grievances in place. The grievance system used by the contractor shall be subject to prior DHS approval.

15.0 Access to and Retention of Records

As used in this clause, records includes books, documents, accounting procedures and practices, and other data regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with DHS the contractor agrees any pertinent federal or state agency shall have the right to examine and audit all records

relevant to execution and performance of the resultant contract.

The contractor is required to retain records relative to the contract for the duration of the contract and, for a period of seven years following completion and/or termination of the contract. When an 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 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.

16.0 Audit

Contractors that receive in excess of $750,000 per year in federal funds must have a certified independent audit conducted in accordance with Government Auditing Standards and Office of Management and Budget (OMB) Compliance Supplement.

Contractors that receive in excess of $750,000 per year in state or federal funds must have a certified independent audit of its entire 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 State Awards listing all state revenues and expenditures by contract and a Supplementary Schedule of Revenue and Expenditures by function and funding source. The certified independent audit must cover the period for which the contract was in effect.

A certified public accountant or public accountant who has a valid and current permit to practice accountancy must perform the audit. DHS retains the right to approve the selection of and examine the work papers of said auditor. No approval will be withheld unreasonably.

The contractor must submit two copies of the annual audit along with a response to any audit findings and a copy of any management letter received, _____. Reports are sent to the Internal Audit Administrator, Office of Inspector General, and PO Box 25352, Oklahoma City, Oklahoma 73125.

At the request of DHS or the Oklahoma State Auditor, the contractor shall provide books, records, documents, accounting procedures, practices, or any other item relevant to the contract for examination.

17.0 Compliance with Law

The contractor shall be subject to all applicable federal and state laws, rules, and regulations, and all amendments thereto. The contractor agrees to devote special attention to its responsibilities under Oklahoma statutes; and observance of the compliance with the requirements, therefore, shall be the responsibility of the contractor without reliance on or direction by DHS.

18.0 Contract Jurisdiction

This contract will be governed in all respects by the laws of the State of Oklahoma. In the event any litigation shall occur concerning the terms and conditions of this contract or the rights and duties of the parties, the parties agree that such suit shall be brought in the Courts of the State of Oklahoma. To the extent that any provision of the contract is contrary to the Constitution or laws of the State of Oklahoma or of the United States, that provision shall be null, void, and unenforceable. However, the balance of the contract shall remain in force and effect.

19.0 Severability

When any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. When a court of competent

jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20.0 Equipment

Any equipment or other tangible materials directly and/or specifically purchased with funds provided through this contract and previously approved for said purchase by DHS shall remain/become the property of the State of Oklahoma and shall be held, maintained, and insured by the contractor for the benefit of DHS. Upon termination or cancellation of this contract, for any reason, DHS may demand the delivery and return of such equipment or materials at the contractor's sole cost and expense. The contractor shall notify DHS prior to the relocation or substantial alteration of such equipment or materials.

21.0 Conflict of Interest

All contractors must disclose any contractual relationship or any other contact with any state personnel, contractor, or sub-contractor involved in the development of the contractor's response to the solicitation resulting in this contract. Any conflict of interest shall, at the sole discretion of DHS, be the grounds for rejection of the contractor's proposal or termination of this contract.

In addition to any requirements of law or through a professional code of ethics or conduct, the contractor is required to disclose any outside activities or interests that conflict, or may conflict, with the best interests of DHS or the State of Oklahoma. Further, the contractor shall not plan, prepare, or engage in any activity that conflicts, or may conflict, with the best interests of DHS or the State of Oklahoma during the period of this contract without DHS prior written approval. Prompt disclosure is required under this paragraph when the activity or interest is related, directly or indirectly, to any person or entity currently under contract with, or seeking to do business with DHS.

22.0 Failure to Enforce

Failure by the State of Oklahoma at any time to enforce the provisions of this contract shall not be construed as a waiver of any such provisions or of the state's right to do so. Such failure to enforce shall not affect the validity of this contract or any part thereof or the State of Oklahoma's right to enforce any provisions at any time in accordance with its terms. Further, the state's selection of one remedy at law or in equity shall not be deemed an election of remedies and the State of Oklahoma shall maintain all rights and remedies provided herein.

23.0 Oklahoma Taxpayer and Citizen Protection Act of 2007

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

24.0 Equal Opportunity and Discrimination

The contractor agrees to comply with all federal and state laws prohibiting discrimination and assures services shall be provided without distinction on the basis of race, sex, color, national origin, or disability and no other distinction will be made on the basis of age except as the law allows. The contractor ensures compliance with the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973, as amended; Executive Orders 11246 and 11375; and the Americans with Disabilities Act of 1990, per Public Law 101-336; and all

amendments to, and all requirements imposed by the regulations issued, pursuant to these acts.

25.0 Drug-free Workplace

Contractors that:

- receive federal grants;
- have a contract with federal agencies;
- have a sub-contract that includes a drug-free workplace requirement; or
- are subject to federal agency regulations, such as, but not limited to, those of the Department of Health and Human Services, Department of Transportation, Department of Defense, or Nuclear Regulatory Commission; and
- must certify compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.

26.0 Environmental Protection

If the payments pursuant to this contract are expected to exceed $100,000, then the contractor shall comply with Section 306 of the Clean Air Act 42 U.S.C. § 1957(L); Section 508 of the Clean Water Act, per 33 U.S.C. § 1638; Executive Order 11738; and Environmental Protection Agency (EPA) Regulations, per 40 C.F.R. Part 15 that prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

27.0 Whistleblower Protection Act

The parties acknowledge and agree the Pilot Program for Enhancement of Contractor Employee Whistleblower Protections, 41 U.S.C. § 4712, may apply to this contract or grant and that no contractor's employee, sub-contractor, or grantee may be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or public body enumerated in said section when that employee reasonably believes evidence exists of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety or a violation of law, rule or regulation related to a federal contract.

28.0 Lobbying

The contractor certifies compliance with the Anti-Lobbying law, per 31 U.S.C. § 1325, and implemented at 45 C.F.R. Part 93, for persons entering into a grant or cooperative contract over $100,000 as defined at 45 C.F.R. 93 §§ 93.105 and 93.110.

29.0 Debarment, Suspension, and Other Responsibility Matters

By signing this contract, the contractor and any sub-contractor certify to the best of their knowledge and belief that they and their principals or participants:

- are not presently debarred, suspended, proposed for debarment or declared ineligible, or voluntarily excluded by any federal, state, or local department or agency;
- have not within a three-year period preceding this contract been convicted of, pled guilty, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract whether federal, state, or local; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- are not presently indicted for, or otherwise criminally indicted, or charged by a governmental

entity whether federal, state, or local with commission of any of the offenses enumerated in the paragraph above of this certification; and with any of the offenses enumerated above in this section; or have not, within a three-year period preceding this contract, had one or more public contracts, whether federal, state, or local terminated for cause or default.

30.0 False Claims Act

The contractor shall promptly notify DHS of any credible evidence that a principal, employee, agent, contractor, sub-grantee, sub-contractor, or other person submitted a false claim under the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

31.0 Resources

When the contractor is another governmental entity, the contractor affirms that it has, or shall have under its control, by the date services are delivered, the personnel services, labor and equipment, machinery, or other facilities to perform the required work pursuant to this contract.

32.0 DHS Logo Requirements

During the term of the contract, and subsequent renewal periods of the contract, the contractor is authorized and shall include the DHS logo on its website and on all printed materials to indicate services are provided in coordination with DHS. A DHS logo may be obtained from the DHS website at: http://www.okdhs.org/library/news/mk/docs/logos.htm or by navigating to the DHS website at www.okdhs.org, select *Newsroom* and select *Logos*. Logo size selection and placement on materials or website shall be appropriate as determined by the contractor. Records of the use of the DHS logo shall be maintained by the contractor and available for review at DHS's discretion. The contractor is not authorized to modify the DHS logo or to use it in an inappropriate fashion. DHS bears no costs associated with the contractor's placement or use of the DHS logo. Upon DHS' request or termination or expiration of the contract, the contractor shall remove the DHS logo from its website and cease production of the DHS logo on printed materials. DHS solely reserves the right to determine enforceability of this clause.

33.0 Summation

This contract constitutes the entire contract and understanding between the parties and supersedes all prior and/or contemporaneous discussions, representations, or contracts, whether written or verbal of the parties relating to the work to be performed.

Signature and Agreement

This contract includes by reference, attachments A through B.

Contractor, as shown on page one: Stillwater Public Schools

Contractor representative signature	Contractor representative name (print)	Date

Authorized DHS representative signature	Authorized DHS representative name	Date

ATTACHMENT A
SCHOOL-BASED FAMILY SERVICES PROGRAM
DHS FAMILY SPECIALIST

This contract agreement is entered into by and between, OKLAHOMA HUMAN SERVICES (OKDHS) AND STILLWATER PUBLIC SCHOOLS located at 314 S Lewis St, Stillwater, OK 74074. The term of this Agreement shall be July 1, 2024, to June 30, 2025, unless terminated earlier in accordance with Termination provisions as outlined in the contract (Form 23CO190E). OKDHS and Stillwater Public Schools may be referred to collectively herein as "the Parties."

AGREEMENT PURPOSE

The purpose of this agreement is to describe the responsibilities of each party in the development, implementation, and operation of the SCHOOL-BASED FAMILY SERVICES PROGRAM (SBFSP).

BACKGROUND

Oklahoma Human Services is committed to providing a system of supports for families which is designed to identify and address barriers to their overall well-being. A critical part of this support network is our DHS Family Specialists (DHSFS) which provides direct and indirect services to students, families, and school personnel and enhances the school district's ability to meet its academic mission, especially where home, school and community collaboration is the key to achieving student and family success.

PROGRAM PURPOSE

The SCHOOL-BASED FAMILY SERVICES PROGRAM (SBFSP) offers funding to establish or expand a school district's pipeline of services to meet student/family needs. The **DHS Family Specialists (DHSFS)** will coordinate academic, social, and health services through local partnerships among public elementary and secondary schools and community-based organizations, nonprofit organizations, and other public or private entities.

SCOPE OF WORK

Oklahoma Human Services will provide an employee, hereinafter referred to as a **DHS Family Specialists (DHSFS),** who will provide outreach services at Stillwater Public Schools for the 2024/25 school year.

The **DHS Family Specialists (DHSFS)** is a full-time OKDHS employee who serves as a liaison between the school and OKDHS, providing preventative services, assisting with benefits applications, and crisis intervention. The DHSFS is embedded in the school to ensure families can access safety net, work supports, family strengthening, and other services. The DHSFS may help maintain a positive collaboration with school personnel and OKDHS to communicate and support

the needs of students and families when obstacles hinder the success of the student and the family. Identified duties of the DHSFS include but are not limited to the following.

DHS Family Specialist (DHSFS) Job Duties:

1. Participate in school events such as enrollment, open houses, or community resource events to assist students and families have current and available information regarding services provided.
2. Identifies students and families that may be eligible for SoonerSelect, SNAP or TANF - this could be grandparents/relatives raising grandchildren AND parents who are low-income families. Assisting them with enrollment/re-enrollment and related education and information, including providers, services covered and PCP enrollment.
3. Provide support in obtaining community resources such as mental health services, transportation needs, housing needs, and food insecurity needs.
4. Identify at-risk children through inner-school referral system, with an emphasis on child safety, child well-being and parental/family protective factors.
5. Assist students and families in securing resources and services for identified transportation, housing, personal care and/or other needs required to ensure child safety and family protective factors are met.
6. When necessary, assist school faculty, staff, and administration in making Child Welfare referrals which could include gathering supporting documentation, providing education and information about the referral process, or making the referral directly when there is a child safety concern.
7. Act as a liaison to OKDHS when able which could include gathering information, setting up interviews, providing and/or facilitating school in-service presentations and training on OKDHS services.
8. Serve as a connection to OKDHS and act as a liaison to assist the school with the provision of social services within the community.
9. Provide support and assistance to development of or coordination of resources or school-based programs, projects and partnerships that assist schools with meeting social service needs of students and families.
10. Follow up and ongoing support for families to ensure needs continue to be met, satisfaction with services, and identify any new or existing barriers to services.

PARTIES AND REPRESENTATION

The Stillwater Public Schools and OKDHS agree to assign specific employees the primary responsibility for administrative activities related to this agreement, identified herein as:

Rose Ngirasob, DHS Family Specialist (DHSFS), Oklahoma Human Services

Sharissa Rattan, DHS Family Specialist Supervisor
Heather Cristiano, Program Manager, Oklahoma Human Services
Monica Brumnett, Program Administrator, Oklahoma Human Services
Kira Frisby, Wellness, Trauma & Emergency Response Coordinator, Stillwater Public Schools
Elizabeth McBee, Director of Federal and OSU Programs, Stillwater Public Schools

The School District and OKDHS agree to assign specific employees as supervisor liaisons with the primary responsibility of assisting with the smooth logistical implementation of the services rendered at each school site. These supervisor liaisons will meet monthly to discuss topics including, but not limited to:

1. Roles and responsibilities of the OKDHS staff and school personnel,
2. Referral process,
3. Documentation requirements,
4. Communication between DHSFS and school personnel,
5. Confidentiality issues.

OKDHS Responsibilities:

1. OKDHS will provide an employee, hereinafter referred to as a DHS Family Specialist (DHSFS) to be placed in school(s) designated by the district.
2. OKDHS will provide the same benefits to the DHSFS including but not limited to; workers compensation, state holidays and leave as listed for the School-Based Specialist's qualifications and tenure.
3. The DHSFS will retain the same rights and privileges and the same obligations set forth in OKDHS policy. The DHSFS will maintain office hours similar to the school staff members and shall be no less and no more than forty (40) hours per week.
4. OKDHS shall at all times supervise the DHSFS, OKDHS will advise the district of the supervisor's name and contact information. OKDHS shall appraise the DHSFS' performance.
5. The DHSFS will request leave in advance except in the event of an emergency and OKDHS will notify the district.
6. OKDHS will bill the district quarterly for 20% of the DHSFS' salary, benefits, and administrative costs.
7. The DHSFS will adhere to OKDHS' and district confidentiality requirements, and the school district's dress code and standards of conduct.
8. OKDHS will be responsible for maintenance and support for computer, equipment, and cell phones and retains ownership thereof.
9. Provide onboarding, shadowing as well as any OKDHS required trainings.

10. Provide appropriate information and support to assist the DHSFS in assessing and developing a care support plan for a student/family including but not limited to: review and appropriate communication of OKDHS Programs to determine services in place or needed.
11. Provide ongoing monitoring and consultation to contracted school administration on compliance with contract/contracted duties performed by the DHSFS.
12. Provide ongoing communication with the school district's staff both formally and informally, to ensure, to the best of OKDHS ability, that the DHSFS are aligned with the School(s) and District's mission and objectives and are adequately meeting students' needs.
13. In the event that School District deems that Distance Learning is necessary for reasons of health and safety. OKDHS will pay the agreed amount to the school district for these positions regardless of whether the schools are open the entire school year or not.

School District Responsibilities:

1. Provide secure physical office space conducive for confidential nature of school-based services and case management.
2. Advise the DHSFS and his/her supervisor of all rules and regulations applicable to the DHSFS' job duties.
3. The district shall pay OKDHS 20% of the DHSFS' salary, benefits, and administrative costs within forty-five (45) days of receiving a proper invoice from OKDHS.
4. Assign a school employee to act as a liaison between the district and OKDHS for periodic review of the program and services provided.
5. Provide broadband connectivity for the DHSFS through its existing network.
6. Supply OKDHS with any program data necessary for administration of the School Based Family Services Program (SBFSP), as allowed by state and federal law.
7. In the event that the district deems that Distance Learning is necessary for reasons of health and safety, it will continue to pay for the DHSFS at the agreed upon rate.

Data:

OKDHS and Stillwater Public Schools may share appropriate and permitted program data in accordance with state and federals laws, ensuring the protection of confidentiality and privacy rights of individuals involved. This collaboration aims to provide necessary support and services to families in need while maintaining the highest standards of data security and compliance.

1. DHSFS' will receive the following access to perform their job duties.
    a. OKDHS email address
    b. Access to OKDHS KIDS, IMS, and OnBase
    c. Access to OKDHS software documentation platform; CCM-SAMS

Cost:

1. OKDHS agrees to invoice Stillwater Public Schools 20% of the recommended overall cost associated with the position.

OKLAHOMA DEPARTMENT OF HUMAN SERVICES

By:_____

Title:_____

STILLWATER PUBLIC SCHOOLS

By:_____

Title:_____

ATTACHMENT B

DHS Regulatory Compliance Terms
&
Business Associate Agreement (BAA)

1. **General Information Security Requirements**
    a. No employee of Contractor or its subcontractors will be granted access to State of Oklahoma agency information systems without the prior completion and approval of applicable logon authorization and acceptable use requests.
    b. Contractor or its subcontractors will notify applicable State of Oklahoma agencies when employees who have access to agency information systems are terminated.
    c. Contractor or its subcontractors will disclose to Client any suspected breach of the security of the information system or the data contained therein in the most expedient time possible and without unreasonable delay and will cooperate with Client during the investigation of any such incident.
    d. Contractor or its subcontractors agree to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at: https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG.pdf.

2. **HIPAA Requirements and BAA**
    a. Contractor shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501).
    b. If applicable, Contractor will sign and adhere to a Business Associate Agreement (BAA). The Business Associate Agreement provides for satisfactory assurances that Contractor will use the information only for the purposes for which it was engaged. Contractor agrees it will safeguard the information from misuse, and will comply with HIPAA as it pertains to the duties stated within the contract. Failure to comply with the requirements of this standard may result in funding being withheld from Contractor, and/or full audit and inspection of Contractor's security compliance as it pertains to this contract.

3. **Business Associate Terms**
    a. Definitions:
        i. Unless otherwise defined in this BAA, all capitalized terms used in this BAA have the meanings ascribed in the HIPAA Regulations, provided; however,

that "PHI" and "ePHI" shall mean Protected Health Information and Electronic Protected Health Information, respectively, as defined in 45 C.F.R. § 160.103, limited to the information Business Associate received from or created or received on behalf of the applicable State of Oklahoma agency as a Business Associate. "Administrative Safeguards" shall have the same meaning as the term "administrative safeguards in 45 C.F.R. § 164.304, with the exception that it shall apply to the management of the conduct of Business Associate's workforce, not the State of Oklahoma agency workforce, in relation to the protection of that information.

ii. Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean the entity whose name appears as Contractor above.

iii. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 C.F.R. 160.103.

iv. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164, all as may be amended.

v. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, required By law, Secretary, Security Incident, Sub-Contractor, Unsecured PHI, and Use.

4. Obligations of Business Associate

a. Business Associate may use Electronic PHI and PHI (collectively, "PHI") solely to perform its duties and responsibilities under this Agreement and only as provided in this Agreement. Business Associate acknowledges and agrees that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in this Agreement or as required by law. Specifically, Business Associate agrees it will:

b. use or further disclose PHI only as permitted in this Agreement or as Required by Law, including, but not limited to the Privacy and Security Rule;

c. use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;

d. implement and document appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits for or on behalf of Covered Entity in accordance with 45 C.F.R. 164;

e. implement and document administrative safeguards to prevent, detect, contain, and correct security violations in accordance with 45 C.F.R. 164;
f. make its policies and procedures required by the Security Rule available to Covered Entity solely for purposes of verifying BA's compliance and the Secretary of the Department of Health and Human Services (HHS);
g. not receive remuneration from a third party in exchange for disclosing PHI received from or on behalf of Covered Entity;
h. in accordance with 45 C.F.R. 164.502(e)(1) and 164.308(b), if applicable, require that any Sub-Contractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information; this shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor;
i. report to Covered Entity in writing any use or disclosure of PHI that is not permitted under this Agreement as soon as reasonably practicable but in no event later than five calendar days from becoming aware of it and mitigate, to the extent practicable and in cooperation with Covered Entity, any harmful effects known to it of a use or disclosure made in violation of this Agreement;
j. promptly report to Covered Entity in writing and without unreasonable delay and in no case later than five calendar days any successful Security Incident, as defined in the Security Rule, with respect to Electronic PHI;
k. with the exception of law enforcement delays that satisfy the requirements of 45 C.F.R. 164.412, notify Covered Entity promptly, in writing and without unreasonable delay and in no case later than five calendar days, upon the discovery of a breach of Unsecured PHI. Such notice shall include, to the extent possible, the name of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate shall also, to the extent possible, furnish Covered Entity with any other available information that Covered Entity is required to include in its notification to Individuals under 45 C.F.R. § 164.404(c) at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. As used in this Section, "breach" shall have the meaning given such term at 45 C.F.R. 164.402;
l. to the extent allowed by law, indemnify and hold Covered Entity harmless from all claims, liabilities costs, and damages arising out of or in any manner related to the disclosure by Business Associate of any PHI or to the breach by Business Associate of any obligation related to PHI;
m. provide access to PHI it maintains in a Designated Record Set to Covered Entity, or if directed by Covered Entity to an Individual in order to meet the requirements of 45 C.F.R. 164.524. In the event that any Individual requests access to PHI directly from

Business Associate, Business Associate shall forward such request to Covered Entity within five working days of receiving a request. This shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor. Any denials of access to the PHI requested shall be the responsibility of Covered Entity;

n. make PHI it maintains in a Designated Record Set available to Covered Entity for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526;

o. document disclosure of PHI it maintains in a Designated Record Set and information related to such disclosure as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI, in accordance with 45 C.F.R. 164.528, and within five working days of receiving a request from Covered Entity, make such disclosure documentation and information available to Covered Entity. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall forward within five working days of receiving a request such request to Covered Entity;

p. make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of HHS, authorized governmental officials, and Covered entity for the purpose of determining Business Associate's compliance with the Privacy Rule. Business Associate shall give Covered Entity advance written notice of requests from HHS or government officials and provide Covered Entity with a copy of all documents made available; and

q. require that all of its Sub-Contractors, vendors, and agents to whom it provides PHI or who create, receive, use, disclose, maintain, or have access to Covered Entity's PHI shall agree in writing to requirements, restrictions, and conditions at least as stringent as those that apply to Business Associate under this Agreement, including but not limited to implementing reasonable and appropriate safeguards to protect PHI, and shall require that its Sub-Contractors, vendors, and agents agree to indemnify and hold harmless Covered Entity for their failure to comply with each of the provisions of this Agreement.

5. Permitted Uses and Disclosures of PHI by Business Associate

a. Except as otherwise provided in this Agreement, Business Associate may use or disclose PHI on behalf of or to provide services to Covered Entity for the purposes specified in this Agreement, if such use or disclosure of PHI would not violate the Privacy Rule if done by Covered Entity. Unless otherwise limited herein, Business Associate may:

    i. use PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate;

ii. disclose PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that; (i) the disclosures required by law; or (ii) Business Associate obtains reasonable assurances from any person to whom the PHI is disclosed that such PHI will be kept confidential and will be used or further disclosed only as Required by Law or for the purpose(s) for which it was disclosed to the person, and the person commits to notifying Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached;

iii. disclose PHI to report violations of law to appropriate federal and state authorities; or

iv. aggregate the PHI with other data in its possession for purposes of Covered Entity's Health Care Operations;

v. make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures;

vi. de-identify any and all PHI obtained by Business Associate under this BAA, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule [45 C.F.R. § 164.502(d)].

6. Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

c. Covered Entity shall not request Business Associate use or disclose PHI in any manner that would violate the Privacy Rule if done by Covered Entity.

d. Covered Entity agrees to timely notify Business Associate, in writing, of any arrangements between Covered Entity and the Individual that is the subject of PHI that may impact in any manner the use and/or disclosure of the PHI by Business Associate under this BAA.

7. Term and Termination

a. Obligations of Business Associate upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

b. retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
c. return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that the Business Associate still maintains in any form;
d. continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
e. not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at above under "Permitted Uses and Disclosures By Business Associate" that applied prior to termination; and
f. return to Covered Entity (or, if agreed to by Covered Entity, destroy) the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
g. All other obligations of Business Associate under this Agreement shall survive termination.
h. Should the applicable State of Oklahoma agency become aware of a pattern of activity or practice that constitutes a material breach of a material term of this BAA by Business Associate, the agency shall provide Business Associate with written notice of such a breach in sufficient detail to enable Contractor to understand the specific nature of the breach. The State of Oklahoma agency shall be entitled to terminate the Underlying Contract associated with such breach if, after the applicable State of Oklahoma agency provides the notice to Business Associate, Business Associate fails to cure the breach within a reasonable time period not less than thirty (30) days specified in such notice; provided, however, that such time period specified shall be based on the nature of the breach involved per 45 C.F.R. §§ 164.504(e)(1)(ii)-(iii). & 164.314 (a)(2)(i)(C).

8. Miscellaneous

a. No Third Party Beneficiaries: Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
b. Business Associate recognizes that any material breach of this Business Associate Terms section or breach of confidentiality or misuse of PHI may result in the termination of this Agreement and/or legal action. Said termination may be immediate and need not comply with any termination provision in the parties' underlying agreement, if any.
c. The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the Privacy Rule and related laws and regulations.

d. The applicable State of Oklahoma agency shall make available its Notice of Privacy Practices.
e. Any ambiguity in this Agreement shall be resolved in a manner that causes this Agreement to comply with HIPAA.
f. If Business Associate maintains a designated record set in an electronic format on behalf of Covered Entity, then Business Associate agrees that within 30 calendar days of expiration or termination of the parties' agreement, Business Associate shall provide to Covered Entity a complete report of all disclosures of and access to the designated record set covering the three years immediately preceding the termination or expiration. The report shall include patient name, date and time of disclosures/access, description of what was disclosed/accessed, purpose of disclosure/access, name of individual who received or accessed the information, and, if available, what action was taken within the designated record set.
g. Amendment: To the extent that any relevant provision of the HIPAA Regulations is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to these revised obligations. The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or to comply with the requirements of the Privacy Rule and related laws and regulations.

9. 42 C.F.R. Part 2 Related Provisions

a. Confidentiality of Information. Contractor's employees and agents shall have access to private data to the extent necessary to carry out the responsibilities, limited by the terms of this Agreement. Contractor accepts the responsibilities for providing adequate supervision and training to their employees and agents to ensure compliance with relevant confidentiality, privacy laws, regulations and contractual provisions. No private or confidential data collected, maintained, or used shall be disseminated except as authorized by statute and by terms of this Agreement, whether during the period of the Agreement or thereafter. Furthermore, Contractor:
    i. Acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received pursuant to this agreement that identifies or otherwise relates to the individuals under the care of or in the custody of a State of Oklahoma agency, it is fully bound by the provisions of the federal regulations governing the Confidentiality of Substance Use Disorder Patient Records, 42 C.F.R. Part 2 and HIPAA, 45 C.F.R. Parts 160 and 164, and Title 43A § 1-109 of Oklahoma Statutes, and may not use or disclose the information except as permitted or required by this Agreement or by law;

ii. Acknowledges that pursuant to 43A O.S. §1-109, all mental health and drug or alcohol treatment information and all communications between physician or psychotherapist and patient are both privileged and confidential and that such information is available only to persons actively engaged in treatment of the client or consumer or in related administrative work. Contractor agrees that such protected information shall not be available or accessible to staff in general and shall not be used for punishment or prosecution of any kind;

iii. Agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Substance Use Disorder Patient Records, 42 C.F.R. Part 2;

iv. Agrees to use appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the State of Oklahoma agency and to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected health information, and agrees that protected information will not be placed in the Child Protective Services (CPS) record of any individual involved with the Oklahoma Department of Human Services (DHS).

v. Agrees to report to the State of Oklahoma agency any use or disclosure or any security incident involving protected information not provided for by this Agreement. Such a report shall be made immediately when an employee becomes aware of such a disclosure, use, or security incident.

vi. Agrees to provide access to the protected information at the request of the State of Oklahoma agency or to an authorized individual as directed by the State of Oklahoma agency, in order to meet the requirement of 45 C.F.R. §164.524 which provides clients with the right to access and copy their own protected information;

vii. Agrees to make any amendments to the protected information as directed or agreed to by the State of Oklahoma agency, pursuant to 45 C.F.R. §164.526;

viii. Agrees to make available its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of protected information received from the State of Oklahoma agency or created or received by the Contractor on behalf of the State of Oklahoma agency, to the State of Oklahoma agency and to the Secretary of the Department of Health and Human Services for purpose of the Secretary determining the giving party's compliance with HIPAA;

ix. Agrees to provide the State of Oklahoma agency, or an authorized individual, information to permit the State of Oklahoma agency to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. §164.528.

b. Data Security. The Contractor agrees to maintain the data in a secure manner compatible with the content and use. The Contractor will control access to the data in compliance with the terms of this Agreement. Only the Contractor's personnel whose duties require the use of such information, will have regular access to the data. The Contractor's employees will be allowed access to the data only for the purpose set forth in this Agreement.

c. Data Destruction. Contractor agrees to follow State of Oklahoma agency policies regarding secure data destruction.

d. Use of Information. Contractor agrees that the information received or accessed through this Agreement shall not be used to the detriment of any individual nor for any purpose other than those stated in this Agreement.

e. Redisclosure of Data. The Contractor agrees not to redisclose any information to a third party not covered by the Agreement unless written permission by the State of Oklahoma agency is received and redisclosure is permitted under applicable law.

10. **FERPA Requirements**

a. In performance of this Agreement, Contractor agrees to comply with and assume responsibility for compliance by its employees with the Family Educational Rights and Privacy Act; (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA") and the Oklahoma Student Data Accessibility, Transparency, and Accountability Act of 2013; (70 O.S. § 3-168), where personally identifiable student education data is exchanged.

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 2025 (July 1, 2024 – June 30, 2025).

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, 2024 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 Chris Compton and cc: Renee Sansom Briscoe at the Oklahoma Department of Rehabilitation Services. Their email addresses are ccompton@okdrs.gov at (405) 605-9651 and rsansom@okdrs.gov at (405) 212-7789. For SWS contract content and service questions, contact Renee Sansom Briscoe at rsansom@okdrs.gov or (405) 212-7789.

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

Thank you for your help in this matter.

OKLAHOMA Rehabilitation Services

OKLAHOMA Education

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

To document these Measurable Skills Gains, Vocational Rehabilitation Counselors will need to obtain a consent form signed by a parent or the student (if they are age 18+) to then submit to your school to obtain copies of students' secondary transcripts. You can expect to receive such transcript requests at the end of each semester and should note that the signed consent forms are only good for one year.

The State Department of Education Special Education Services (OSDE-SES) and DRS request that LEAs collaborate with their local VR Counselors to establish procedures to assist VR Counselors with obtaining students' secondary transcripts and/or report cards to meet WIOA compliance.

Here are some examples of effective procedures VR counselors have shared:

1. The VR Counselor obtains a DRS release form signed by the student's parent/guardian or by the student if they are age 18+ (see example) and then provides a copy of the signed release forms to your school district. The LEA then provides the transcripts to the OKDRS/VR counselor.

    (NOTE: LEA's are encouraged to establish a set contact person(s) for the VR Counselor to send consent forms, such as the counselor's office, registrar, special education administration support staff, etc.)

2. For those students participating in School Work Study (SWS), the VR Counselor will send copies of the signed release forms and the school can provide the students' transcripts along with the SWS time sheets.

3. The VR Counselor sends out the following letter to students and encloses a self-addressed postage-paid envelope for the student to return the transcript in the mail to DRS:

    Dear [Client],

    The first (second) semester of the 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 your educational process each semester. Please provide DRS with a copy of your semester's grades. Please return either a high school transcript for (insert the fall or spring semester and the year) or a report card in the enclosed postage-paid envelope or email it to me at (insert counselor's email address). Please contact me if you have any questions at all. Thank you!

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

Stillwater Public Schools
314 S. Lewis St.
Stillwater OK 74076-0879

("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, 2024, whichever is the latter, through June 30, 2025. 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 sixteen (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 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 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 (1) 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 technology assistant - using 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.

In the final nine (9) months of the student's Work Study (School Work Study, Worksite Learning, Employer Work Study), the student must work for an employer outside of the school or school district, unless otherwise approved by the DRS counselor.
Students may not work in their family-owned business unless approved by the DRS counselor. This includes farms and other businesses.

Upon graduation with a standard diploma and high school exit, students receiving services through the Contract must cease work on the last day of school. They may not continue participation in School Work Study and/or Worksite Learning beyond their high school departure .

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.

1. 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. have received written authorizations from the DRS counselors prior to initiating work study services for eligible students or paying for work study services rendered by eligible students (i.e., not starting a student to work before the 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;

1. document such transition services or pre-employment transition services provided and completed by participating students;
2. provide such documentation to the DRS counselor at the end of each semester;
3. 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 to students participating in School Work Study and/or Worksite Learning; and
4. 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 authorization in the form of an Authorization for Purchase to the School's teacher/transition coordinator prior to the School initiating services for each eligible 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 IEP and the 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 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;

1. provide reimbursement to the School for wages paid to students participating in School Work Study and/or Work Site Learning;
2. 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
3. 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(a). 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. 26 C.F.R. § 31.3121(b)(10)-2. **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, except as otherwise provided below.** 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 for 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 Oklahoma Employment Security Commission (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 authorization in the form of an Authorization for Purchase from the DRS counselor prior to the student starting work.

I. <u>Compensation</u>

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 CANNOT 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 up to fifty dollars ($50.00) per DRS client who:

* is going to participate in School Work Study and/or Worksite Learning;

* is at least eighteen (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 from the Oklahoma State Department of Education, the Contractor will be responsible for any additional fees beyond the fifty dollars ($50.00).

A. 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 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. Pursuant to 2 C.F.R. § 200.407(n), 2 C.F.R. § 200.441, the DRS shall not use federal funds or non-federal funds used for vocational rehabilitation (VR) match to pay interest assessed for late payments to the Contractor.

B. 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.

I. 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.

A. 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.

B. 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.

C. 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.

D. Modification

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

E. 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.

F. 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.

G. 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.

H. 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.

A. 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.

B. 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.

C. 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.

D. 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.

1. **Auditor Approval and Audit Distribution**

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

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

E. 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.

F. 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.

G. 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.

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

A. 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.

B. 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.

C. 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.

D. 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.

A. 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.

B. Prohibition On Certain Telecommunications And Video Surveillance

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

I. 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

Kathy Lowry
Kathy Lowry (Mar 14, 2024 10:55 CDT)

Signature Date

Kathy Lowry, CPO
Print Name

Manager/Compliance Officer
Title

Contractor

Signature:

Email:

Signature Date

Print Name

Title

Contact Person Telephone

Contractor's Email Address

Signature:

Email: contracts@okdrs.gov

STATE OF OKLAHOMA
DEPARTMENT OF REHABILITATION SERVICES
WORK PLAN

Independent School District No. 16 of Payne County, OK, d/b/a Stillwater Public Schools
VENDOR

Contract Number

Porsheana Brown 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).

AGREEMENT

between

OKLAHOMA STATE UNIVERSITY

OFFICE OF EDUCATOR SUPPORT

and

Independent School district No. 16 of Payne County, Oklahoma, d/b/a/ Stillwater Public Schools

for

FIELD CLINICAL EXPERIENCES

This AGREEMENT made and entered into this day of July 1, 2024, by and between the Oklahoma State University Office of Educator Support, party of the first part, hereinafter referred to as "OSU OES," and Stillwater Public Schools, party of the second part, hereinafter referred to as "SPS." Oklahoma State University students participating in an approved OSU OES field or clinical experience course will be referred to as OSU OES candidates.

SECTION 1 SPS agrees to provide the authorization, supervision, and instruction of OSU OES candidates completing the field and clinical experiences component of the teacher preparation program. This would include activities such as a) observation, b) teacher job-shadowing, c) student teaching, d) advanced certification internships/practicum, and e) other activities as approved by both the OSU OES and SPS. OSU OES requires all candidates to have a cleared Oklahoma State Bureau of Investigation (OSBI) name check prior to being placed in any field experience or clinical practice. OSU OES will not place a candidate without a clear OSBI check, but the completion of a cleared OSBI name check will not necessarily require SPS to accept that OSU OES candidate in a field or clinical experience. All placements should be mutually acceptable to both parties and either party may withdraw a candidate from the program if they believe it is not in the best interest of the candidate, faculty member, or the program to continue. Procedures for problem solving are detailed in the Handbook for Cooperating Teachers, Supervisors, and Principals. The OSU OES will provide the appropriate forms, collect the fees, and provide the information to SPS. The completed OSBI report will be valid for up to four (4) years while the candidate is enrolled at OSU.

SECTION 2 SPS agrees to accept OSU OES candidates for assignment in the public schools with cooperating teachers, administrators, and other related teaching personnel. SPS further agrees the cooperating certified staff will give direct supervision to the OSU OES candidates assigned and will work with a faculty member assigned by the OSU OES in directing and evaluating the field or clinical experience.

SECTION 3 The OSU OES agrees to award *Certificates of Professional Development* (CPD) for SPS certified staff who supervise OSU OES candidates. Each cooperating certified staff member who singly supervises a student teacher for 12 weeks will receive a three hour CPD. For each 360 hours of clinical observations, a one hour CPD will be awarded to SPS. This certificate provides a tuition waiver for the continuing professional development of the certified staff member. Cooperating teachers must complete an online evaluation of candidate performance prior to the last day of the semester serving as a cooperating teacher; failure to do so will result in no CPD being issued for that cooperating teacher. The cooperating certified staff member of record can transfer the certificate to another SPS certified or non-certified contracted staff member seeking educator certification with the approval of the superintendent. Certificates cannot be sold. If a certified staff member chooses not to redeem the certificate, it must be redeemed by another member of the SPS staff following all OSU OES and district procedures. The donating certified

staff member (or superintendent approved district administrator with documentation of donation), the certificate recipient and the superintendent must sign the certificate in order to complete the transfer. Certificates must be used during the semester in which course work is completed and will expire after 18 months. Lost CPDs cannot be replaced. No more than 6 hours of certificates may be redeemed by any one person during a semester or summer session. Certificates can only be used to pay for resident, correspondence or extension courses.

SECTION 4 The OSU OES agrees to provide or arrange for non-credit staff development training related to supervision for those teachers desiring to serve as supervisors of teacher candidates and other clinical experiences. All instructors (tenure-track faculty, adjunct faculty, visiting faculty, and graduate teaching assistants or associates) are required to complete FERPA training. As part of our national accreditation, we are required to teach and assess the professional dispositions of our candidates throughout their coursework. Remediation is provided for any candidate receiving a low score on any element in each course. The elements in this assessment include ethics, professionalism, commitment to education, respect for diversity, work ethic, communication, learner attributes, cooperative/collaborative nature, and flexibility.

All OSU candidates are protected under FERPA. Mentor teachers with concerns about a candidate should communicate with their own administrator/principal and/or Dr. Kathy Thomas, Clinical Education Manager, OSU OES.

SECTION 5 All field experience requests will be initially processed for each course and each semester through the OSU OES Field and Clinical Experiences office. Requests will be processed through the SPS online portal by OSU OES and will be given to the designated SPS district personnel for further processing and site placement.

SECTION 6 The OSU OES agrees to provide SPS a report of the year's activities with field and clinical experiences including the schools involved, the various experiences and activities that occurred and the number of CPDs and hours awarded to SPS teachers and the district.

SECTION 7 All other addendums previously agreed to by both parties remain in effect. Courses that require student placement (all types listed in section 1) will be annually provided to SPS with any changes in field experience or clinical practice description (see addendum).

SECTION 8 All OSU employees are covered by professional insurance for their actions performed within the scope of their employment but the university is prohibited from indemnifying a third party (candidates). Therefore, OSU advises all candidates to purchase professional liability insurance through a professional organization. Candidates placed in SPS for clinical practice will be advised that they must show proof of liability insurance when requested. OSU will not be responsible for maintaining coverage for any liability arising from the acts and/or omissions of the employees, representatives or agents of Stillwater Public Schools.

SPS will maintain adequate insurance to provide coverage for the liabilities arising from the acts and/or omissions of employees, representatives or agents of SPS who are participating in the internship program with OSU. SPS will not be responsible for maintaining coverage for any liability arising from the acts and/or omissions of the candidates, employees, representatives or agents of Oklahoma State University. Worker's compensation coverage is not provided to the OSU candidate by Stillwater Public Schools.

SECTION 9 This AGREEMENT is for a period of one (1) year beginning July 1, 2024, and ending June 30, 2025, and may be renewed by memorandum of agreement between the two parties.

By: _____
Dr. Toni Ivey
Director of Office of Educator Support
College of Education and Human Sciences
Date: 05-23-2024

By: _____

President of the Stillwater School Board
Stillwater Public Schools
Date_____

Addendum

ExCEL Field Experience, Elementary Education

Oklahoma State University provides senior undergraduate elementary education teacher candidates the option of participating in 1) All-day Monday field placements (8 hrs per week) or 2) ExCEL field placements (200 hrs per week). This addendum is to address the ExCEL field placements.

History of the Program: ExCEL (Excellence in Collaborative, Experiential Learning) began in 2000, an initiative of a faculty team acting on a strong belief in the importance of experiential learning for pre-service teachers and the power of strong school university partnerships in realizing OSU's Land Grant mission.

Design of the Program: ExCEL is an alternatively structured placement option for Elementary Education majors in their senior year. ExCEL employs a mentoring triad, an SPS classroom mentor and an OSU faculty mentor for each student, and a gradual release model. ExCEL participants are in the mentor's classroom two and a half days a week—two full days (7:30 am – 3:30 pm), and a three-hour block on a third day. During the ExCEL semester, candidates take 15 hours of university coursework including science, social studies, intermediate math methods, classroom management, and teaching diverse language learners. Students and mentor teachers who have a successful ExCEL experience may continue to work together in the Elementary Education internship.

Core features of ExCEL include:

- Cohort placements at schools
- OSU faculty who serve as site coordinators/cohort leaders, observing candidates in place and meeting regularly with cohort groups for responsive teaching
- A co-teaching model paired with gradual release. ExCEL is not an observation but a fully engaged internship experience.
- A Teacher Development Project (TDP) that supports candidates in thoughtful reflection toward growing a philosophy of teaching and reflective practice.
- A capstone celebration for mentoring faculty, families, and friends.

Role of the ExCEL Director: The ExCEL Director facilitates with OES in recruitment, interviews, placements, and orientation as well as communication with school partners. The director also leads an orientation for students, mentor support and training (usually August), handbook updates and distribution, syllabus, schedule, work with principals and OES to address any changes in placements due to teacher reassignments or resignations. The director coordinates with the OES and Elementary Education area coordinator to provide additional support for candidates.

Role/Duties of the ExCEL Site Coordinator/Cohort Leader: Site coordinators observe and interact with candidates at the school and check in with mentors and administrators on a regular basis to provide any needed support or guidance to ensure candidates are contributing in a positive manner and growing steadily. Site coordinators are responsible for informing the ExCEL director of any concerns and seeking support early, including attendance, dispositions, skills, etc.

Role/Duties of the ExCEL Mentor Teacher: ExCEL mentor teachers serve as models for exceptional teaching and actively guide and support candidates. Mentors who encounter difficulties with a candidate should contact their 1) site faculty supervisor for ExCEL, 2) ExCEL coordinator, and then 3) the OES if problems persist.

Role/Duties of OSU Elementary Education Program: The area coordinator of the Elementary Education program schedules the courses all teacher candidates complete in the major as well as ensures curricular alignment within and among sections of courses to ensure competency mastery and accreditation and certification requirements.

Role/Duties of OSU Office of Educator Support: The OES conducts interviews with teacher candidates and consults with the ExCEL Director about specific placements, making every effort to make sure the number of candidates at each site is equitable taking into consideration the number of qualified mentors at requested grade levels.. The OES collects lists of willing mentors from site principals, submits placement requests to the administration office, communicates via email with the teacher candidates regarding their placement information and GCN training, and provides background checks to SPS. The OES provides mentor teachers with mentor training and co-teaching materials and coordinates with the ExCEL Director and Area Coordinator to support candidates who need Plans of Expectations or Plans of Improvement.

Role of Stillwater Public Schools: The placement process is a true partnership between OES and the school sites per our accreditation requirements. SPS principals provide a list of willing mentors with a minimum of three years' classroom experience who they believe will make excellent mentors. SPS provides opportunities for teacher candidates to lead learners through best-practices instruction in reading, writing, literacy, mathematics, science, and social studies. Additionally, SPS ensures OES policies concerning classroom substitutes are followed. Mentor Handbook | Oklahoma State University.

Course	Experience	Program	Level	Semester	Time Required	OSBI RQ	May be placed in SPS?	OSHA RQ
AGED4200	Internship	Agricultural	7-12	Fall/Spring	12wks	Yes	Yes	Yes
AGED3101	Field Exp	Agricultural	7-12	Fall/Spring	TBD	Yes	Yes	No
CPSY5593	Practicum	Counseling	P-12	Summer	40 hrs	Yes	Yes	Yes
CPSY5683	Internship 1	Counseling	P-12	Fall/Spring	120 hrs	Yes	Yes	Yes
CPSY5693	Internship 2	Counseling	P-12	Fall/Spring	120 hrs	Yes	Yes	Yes
HDFS2211	Field Exp	Early Childhood	P-3	Fall/Spring	1day/wk for Sem.	Yes	Yes	No
HDFS3202	Field Exp	Early Childhood	P-3	Fall/Spring	2days/wk for Sem.	Yes	Yes	No
HDFS4313	Field Exp	Early Childhood	P-3	Fall/Spring	2days/wk for Sem.	Yes	Yes	No
HDFS4339	Internship	Early Childhood	P-3	Fall/spring	14 wks	Yes	Yes	Yes
SPSY5110	Practicum	School Psychology	K-12	Fall/Spring	120 hrs	Yes	Yes	No
CIED3622	Field Exp	Elementary	6-8	Fall/Spring	24hrs	Yes	Yes	No
CIED4450	Internship	Elementary	1-8	Fall/Spring	16 weeks	Yes	Yes	Yes

CIED 5450	Internship	Elementary	1-8	Fall/Spring	16 weeks	Yes	Yes	Yes
CIED2453	Field Exp	Elementary	1-5	Fall	24 hours	Yes	Yes	No
CIED 4373	Field Exp	Elementary	1-5	Fall/Spring	96hours	Yes	Yes	No
CIED 5213	Field Exp	Elementary	1-5	Fall/Spring	24 hours	Yes	Yes	No
CIED 5310	Field Exp	Elementary	1-8	Fall/Spring	80 hours	Yes	Yes	No
HDFS4520	Internship	Family & Consumer Sciences	Sr.	Fall/Spring	12 weeks	Yes	Yes	Yes
MUSI 2722	Field Exp	Music	K-12	Fall/Spring	TBD	Yes	Yes	No
MUSI 2832	Field Exp	Music	K-12	Fall/Spring	TBD	Yes	Yes	No
MUSI 4940	Internship	Music	K-12	Fall/Spring	14wks	Yes	Yes	Yes
SMED1011 (Step 1)	Field Exp	OSUTeach	K-12	Fall/Spring	5 hours total	Yes	Yes	No
SMED2011 (Step 2)	Field Exp	OSUTeach	K-12	Fall/Spring	5 hours total	Yes	Yes	No
SMED4023	Field Exp	OSUTeach	6-12	Fall/Spring	42 hours total	Yes	Yes	No
SMED4720	Internship	OSUTeach	6-12	Fall/Spring	16 weeks	Yes	Yes	Yes
SMED4013	Field Exp	OSUTeach	6-12	Fall/Spring	26 hours	Yes	Yes	No
CIED5463	Clinical	Reading Specialist	K-8	Fall/Spring	10 hrs	Yes	No	No

CIED4724	Field Exp	Secondary	K-12	Fall/Spring	42 hours	Yes	Yes	No
CIED3313	Field Exp	Secondary	8-12	Fall/Spring	60hrs	Yes	Yes	No
CIED4720	Internship	Secondary	K-12	Fall/Spring	16 weeks	Yes	Yes	Yes
CDIS5210	Clinical	Speech Pathology	K-12	Fall/Spring	F=160hrs/Sp=240hrs	Yes	Yes	No

OCCUPATIONAL THERAPY SERVICES AGREEMENT
School Year 2024-2025

This Occupational Therapy Services Agreement (the "Agreement") dated as of the 1st day of July, 2024, is between Independent School District No. 16 of Payne County, Oklahoma ("Stillwater Schools") with a notice address of 314 S. Lewis, Stillwater, Oklahoma 74074, and ("CONSULTANT"), with a notice address of **Oklahoma Therapy Consultants, PO Box 7465, Moore, OK 73153**

In consideration of the mutual terms, covenants and conditions specified in this Agreement, Stillwater Schools and CONSULTANT agree as follows:

1. **Occupational Therapy Services**. CONSULTANT agrees to make available to Stillwater Schools the services of a certified occupational therapist (OTR) for up to 460 hours during the term of this Agreement, and such additional time as the parties agree for the compensation set forth herein. The specific starting date for services will be mutually determined by CONSULTANT and Stillwater Schools. CONSULTANT agrees to make available to Stillwater Public Schools the services of a certified occupational therapist assistant (COTA) for up to 760 hours during the term of this Agreement.

2. OTR Duties. The OTR shall provide such occupational therapy services as indicated by the Stillwater Schools' student's Individualized Education Program or 504 Accommodation Plan as established by the OTR (the "OTR Services"). The OTR Services shall include, without limitation, establishing a plan of care, recording student's progress, preparing materials and assembling equipment used during treatment, participation in student-focused meetings and program-focused meetings, and completing paperwork as determined by Stillwater Public Schools. All equipment and materials to be used in treatment together with documentation forms will be provided by Stillwater Schools.

3. **COTA Duties**. The COTA shall work under the direct supervision of an OTR and provide such occupational therapy services as indicated by the Stillwater Public Schools' student's Individualized Education Program or 504 Accommodation Plan. The COTA Services shall include, without limitation, following the established plan of care, recording student's progress, preparing materials and assembling equipment used during treatment, participation in student-focused meetings and program-focused meetings. All equipment and materials to be used in treatment together with documentation forms will be provided by Stillwater Schools.

4. **Certification and Licensure**. CONSULTANT represents and warrants that the OTR Services will be provided only by a certified occupational therapist licensed by the State of Oklahoma. CONSULTANT represents and warrants that the COTA Services will be provided only by a certified occupational therapist assistant licensed by the State of Oklahoma. CONSULTANT further warrants that it has conducted sex offender background checks on the OTR, COTA, and determined that none have a criminal history.

5. **Confidentiality**. CONSULTANT agrees that the OTR and COTA shall adhere to all state and federal laws regarding the confidentiality and privacy of the education records and patient healthcare records of students and students with disabilities.

6. **Insurance**. CONSULTANT represents and warrants that the OTR is insured under the CONSULTANT's professional liability policy in a minimum amount of $2,000,000.00 per incident/occurrence and $4,000,000.00 aggregate, and that such insurance covers the OTR when providing the OTR Services and under this agreement. CONSULTANT agrees to maintain the foregoing insurance policy at all times while this Agreement is in effect and agrees to notify Stillwater Schools immediately should the foregoing policy be canceled. CONSULTANT will provide Stillwater Schools with copies of the foregoing insurance policy.

7. **Billing.** CONSULTANT agrees to submit itemized bill for services provided for the prior month by the 3rd day of current month. Stillwater Schools agrees to pay the sum of the monthly bill per the rate set forth in Section 10 to CONSULTANT by the 28th day of the current month. Each invoice shall contain a detailed statement of the OTR and COTA Services performed including dates and times. All travel within district and outside of the district boundaries will be included in the round trip rate included in Section 10.

8. **OSHA and Background Checks**. CONSULTANT represents and warrants that the assigned OTR have received training in the prevention of exposure to bloodborne pathogens and other potentially infectious materials in accordance with the OSHA Standard on Bloodborne Pathogens ("OSHA training") and agrees to provide Stillwater Schools with written verification of same. If the assigned OTR has not received OSHA training, CONSULTANT agrees that said OTR shall attend a one-hour OSHA training course provided by Stillwater Schools at no cost to CONSULTANT no later than October 1, 2024. CONSULTANT further represents and warrants that the OTR have not been convicted of a felony, a sex offense subject to the Sex Offenders Registration Act in Oklahoma or the sex offender registration provisions of another state or federal law. CONSULTANT agrees to provide Stillwater Schools with written consent for the OTR for Stillwater Schools to conduct such background checks and criminal history investigations as Stillwater Schools may request from time to time during the term of this Agreement.

9. **Compensation**. Stillwater Schools agrees to pay CONSULTANT the sum of $75.00 per hour for the OTR Services, $60.00 per hour for COTA Services. Stillwater Schools agrees to pay CONSULTANT a travel fee of $32.50 per round trip to the district for each therapist.

10. **Term and Termination**. This Agreement is effective as of July 1, 2024, and shall continue in effect through June 30, 2025, unless terminated earlier as provided herein. Either party may terminate this Agreement upon fourteen (14) days' written notice.

11. **Independent Contractor Status**. Each party is acting as an independent contractor and no employee or subcontractor of either party shall be deemed to be employee of the other. Neither party undertakes by this Agreement or otherwise, to perform any obligation of the other party, whether regulatory or contractual, or to assume any responsibility for the other party's actions, business or operations. Neither party shall have the authority to bind, commit or incur any liability on behalf of the other party or to otherwise act in any way as an agent or representative of the other party.

12. Force Majeure. Neither party shall be responsible for any failure or delay in the performance of any obligations due to any cause beyond its reasonable control, including, but not limited to, any such delay or failure arising from third party labor disputes, third party strikes, other third party labor or industrial disturbances, acts of God, pandemic, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, fire, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, and new or changed. regulations or orders of any governmental authority; provided that the party claiming force majeure event has given the other party reasonably prompt notice of the event.

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

14. Miscellaneous. This agreement embodies the entire agreement and understanding between Stillwater Schools and CONSULTANT relating to the subject matter of this Agreement, and supersedes all previous communications, representations, understandings, and agreements, whether oral or written. This Agreement is to be governed by and construed in accordance with the laws, excluding the conflicts laws, of the State of Oklahoma. This Agreement may be amended only in a writing signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be severed from this Agreement and any remaining provisions will continue in full force and effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors

and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. No waiver by either party hereto of any breach of any provision herein shall constitute waiver of any other provision nor shall such waiver constitute consent that the breach may continue or that any other breach will be waived. In the event of any suits or actions or other proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred therein. The confidentiality provisions of this Agreement shall survive the termination of this Agreement.

INDEPENDENT SCHOOL DISTRICT NO. 16
OF PAYNE COUNTY, OKLAHOMA

By:_____
President, Board of Education

Date: _____

Oklahoma Therapy Consultants

By: Sonja Mangrum, MOT, OTR/L
Sonja Mangrum, OTR/L

Date: 5/21/2024

MEMORANDUM OF UNDERSTANDING: Mental Health Agency
School Year 2024-2025

THIS MEMORANDUM OF UNDERSTANDING (Agreement) is entered into on the11th June, 2024 by and between Independent School District No. 16 of Payne County, Oklahoma, hereinafter referred to as 'School District," and Payne County Youth Services , hereinafter referred to as "Provider."

PREAMBLE

WHEREAS, Provider is engaged in the business of providing individual, family, and/or group mental health counseling for student populations; and

WHEREAS, Provider wishes to have access to the District's facilities in order to provide mental health and/or counseling services for students in the District, who would otherwise seek such services, subject to the terms and conditions contained herein; and

WHEREAS, the District recognizes that offering mental health and/or counseling services on-site provides significant benefits to the students without substantial disruption to the educational process.

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

1. MAINTENANCE OF LICENSURE Provider shall maintain licensure as a licensed mental health professional (LMHP) or under supervision for licensure in the State of Oklahoma. If at any point Provider has allowed their license to lapse, expire, or otherwise become invalid, or if any other actions or omissions of Provider render them unfit or unable to perform the Services, this Agreement shall immediately terminate.
    a. With prior approval from a school site, Case Management Level II and/or additional designated staff may provide services to support students with school-related goals, not to replace LMHP services, during pre-approved times. Without prior approval, care coordination may be terminated by district administration.
    b. Behavioral Support Specialists must be trained by Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS) as well as have prior approval from the school site to provide services during school hours. An interview with the school principal(s) and Special Services Director(s) must be completed prior to being placed in a school. Behavioral Support Specialists are only in schools with embedded teams and are intended to be at the school site M-F during the entirety of the school day.
2. BACKGROUND CHECKS Provider will maintain updated contact information of staff who provide services in school sites. Background checks, including a nationwide criminal check, multi-state sex offender check, OSBI criminal record check, and current drug

screen, staff name/contact information, and a signed statement indicating that said staff has read and will abide by the expectations set forth in the SPS Mental Health Provider Handbook must be provided prior to visiting a school site for the first time. Further, Provider agrees that it will not hire any individual to perform Services on District property pursuant to this Agreement, whether as an officer, agent, employee, or contractor, who has been convicted of a felony within the past 10 years or at any time has been convicted of, or pled guilty or no contest to, a charge involving illegal substances or a sexual offense. Provide hereby certifies that none of its employees working on District property are currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Offender Registration Act.

3. RECORDS Provider will maintain all records, logs and documentation, including progress notes, prepared by the Provider concerning students in compliance with the Family Educational Rights and Privacy Act and any other applicable state and federal laws regarding confidentiality of this information. Further, Provider shall not have access to any pupil records maintained by the District without express written consent in accordance with Board policies and Administrative Regulations. All requests for pupil records must be submitted to the Assistant Superintendent of Educational Services in writing. After each meeting with a student at school, the District's Mental Health Provider Log will be completed. This applies to both embedded and visiting services.

RELATIONSHIP

   a. Independent Provider. Provider shall perform under this Agreement as an independent Provider, and not as an agent, employee, representative or partner of the District. Neither party shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as otherwise provided herein.
   b. Provider acknowledges that because Provider is not an employee of the District, the District will not pay for any employment-related expenses for Provider or provide Provider with any benefits of employment, such as health or disability insurance, retirement or welfare benefits, and the like.
   c. Non-assignment of Rights or Obligations. Provider shall not assign his/her rights or obligations under this Agreement or any other Agreement entered into between Provider or the District.
   d. Compliance with Board Policies and Administrative Regulations. Provider shall comply with all applicable Board policies and Administrative Regulations, including, but not limited to those, governing his/her presence on school grounds and interactions with staff, students, and community members. Provider shall receive a copy of the Mental Health Provider Handbook and agree in writing to adhere to all District policies and procedures.
   e. Currently enrolled SPS students are the only clients to be seen by the provider at any time on school property.
   f. Non-Exclusive Relationship. The District may enter into an Agreement with another individual/entity to provide similar (or the same) services to the students in the District, as those provided by Provider. The District has no obligation to

notify Provider, in writing or otherwise, upon entering into such an Agreement with another individual/entity.

g. Schedule and Site Expectations.
    i. The District shall establish the schedule when Provider is permitted to offer the Services at the facility(ies) within the District, in order to avoid interfering with the operations of the District.
    ii. Provider will not be issued any type of key or badge by the District to allow access to a locked area of the school facility, but will be given access to the area of the facility where services are to take place by District personnel.
    iii. Prior to visiting a school for the first time, Provider will contact the SPS counselor for an introduction. Additional agency staff are expected to make contact with the school counselor prior to seeing any student at a school site for the first time.
    iv. Provider may see a student only at the time specified by the principal and/or school counselor. Schedules for the students receiving services will be set accordingly to have the least impact on the student's instructional day. Provider shall provide the District with their schedule within those approved times.
    v. Before providing services to a particular student on school property, Provider must provide proof that they have sought and obtained written permission from the student's parent/guardian (ROI). Students may not be seen at school without a current ROI on file. Provider is required to upload the ROI within 24 hours of seeing the student for the first time.
    vi. Provider shall insure that the District has a current list of all students being served by the Provider. When a new student is going to be seen at school, the agency therapist will communicate with the SPS counselor to arrange details including but not limited to frequency of visits and level of need.
    vii. Agency staff will sign in and out upon each visit to a school site and are required to wear a badge at all times.
    viii. When requested, Provider will attend monthly Multidisciplinary Team (MDT) meetings to discuss student progress, address concerns, and consider additional services as needed.
    ix. Provider must have parent permission to provide services during the school day. If the student has counseling as a related service on his/her IEP or the school cannot provide a confidential location for counseling, the Provider may take students off of school property to provide services pursuant to this Agreement. In such a case, Provider must obtain the written permission of the parent(s)/guardian(s) to take the student off of District property to provide counseling services and all counseling services for the student must be held off of District property.
    x. All Providers must have in their possession, at all times, a current photo ID which identifies them as a staff member of Provider.

xi. If, at any time, a Provider demonstrates actions which are inappropriate and create a disruption within the school, the principal may request them to leave and discontinue allowing them to see the student during the school day.

xii. The District may provide periodic written notice to students and families about the Services offered by Provider and the method to be used to access the Services. If provider intends to share information with the public regarding the Services offered at the District's facility(ies), Provider must submit such information to the District and obtain written approval from the District before publishing/issuing it. Such information must include explicit language stating that the Services are NOT SCHOOL SPONSORED SERVICES.

4. ASSUMPTION OF RISK Provider assumes all risk of property loss or damage and of personal injury or death, other than that caused solely by the gross negligence of the District, or its employees, which may be sustained by Provider or as a result of or arising in connection with performing Services.
5. INSURANCE Provider agrees that prior to entering into this Agreement, Provider has obtained a Commercial General Liability ("CGL") insurance policy, Professional Liability insurance policy (PL) insuring Provider in an amount not less than $125,000.00 for personal injury to or death of any individual, and $l,000,000.00 in the aggregate for personal injury or death. Provider shall maintain any necessary liability insurance. Provider must add the District as an additional insured party on each policy and maintain the required insurance policies at all times while this Agreement is in effect. Provider agrees that it will furnish the District with verification of the insurance policies required by this Agreement. If any of the required insurance policies are canceled during this school year, Provider must immediately notify the District and cease providing Services.
6. INDEMNIFICATION Provider agrees to and shall defend, indemnify and hold the District, its officers, administrators, board members, employees, agents, assigns, insurers and attorneys harmless from and against any and all liability, loss or expense, including reasonable attorneys' fees, or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Provider, its officers, agents, employees, or contractors.
7. TRANSLATION COSTS Provider shall be responsible for costs associated with provision of any required translation services for Limited English Profcicient parents or legal guardians of students receiving Services pursuant to this Agreement.
8. WAIVERS No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of such right or remedy with respect to such occurrence or event in the future. No waiver of any of Provider's obligations under this Agreement shall be effective unless in writing and signed by the District. No failure on the part of either party to exercise, and no delay in the exercising of, any right or remedy shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or future exercise thereof or the exercise of any other right or remedy granted hereby, by any related document or by law.

9. AMENDMENTS This Agreement may not be and shall not be deemed or construed to have been altered, modified, clarified, amended, rescinded, canceled or waived in whole or in part, except by written instrument signed by the parties hereto.
10. SEVERABILITY It is agreed that if any provision, or part of a provision, of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, then the parties shall use their best efforts to replace the invalid or unenforceable provision with a provision that, to the extent permitted by applicable law, achieves the purposes intended under the original provision. The balance of this Agreement shall remain valid, unchanged and in full force and effect.
11. MISCELLANEOUS This Agreement embodies the entire agreement and understanding between District and Provider relating to the subject matter of this Agreement, and supersedes all previous communications, representations, understandings, and agreements, whether oral or written.
12. CHOICE OF LAW AND VENUE This Agreement is to be governed by and construed in accordance with the laws, excluding the conflicts laws, of the State of Oklahoma. Any action to enforce this Agreement shall be brought in the State District Court for Payne County, Oklahoma or the United States District Court for the Western District of Oklahoma. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. In the event of any suits or action or other proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred therein. The confidentiality provisions of this Agreement shall survive the termination of this Agreement.
13. THIRD PARTY BENEFICIARIES This Agreement is not a third-party beneficiary contract. No person or entity other than the Parties signing this Agreement shall have any rights under this Agreement.
14. TERMINATION This Agreement is effective as of July 1, 2024, and shall continue in effect through June 30, 2025, unless terminated earlier as provided herein. Either party may terminate this Agreement upon fourteen (14) days' written notice with or without cause, with or without a hearing.
15. COMPENSATION. District agrees to pay Provider the sum of $50.00 per hour for individual counseling. Provider agrees to invoice the District monthly for all Services provided. Provider agrees and acknowledges that all required documentation must be submitted to District no later than the 10th day of the month following the month in which the Services were provided and that District has no obligation to forward payment to Provider until District Has been provided with the required documentation

Janet Tuell, NCC, MS, LPC Executive Director

Provider (Signature Name and Credentials)

INDEPENDENT SCHOOL DISTRICT NO. 16 OF PAYNE COUNTY, OKLAHOMA President, Board of Education

Name of District signing official (credentials/Title)

CONSULTANT SERVICES FOR HEARING IMPAIRED STUDENTS AGREEMENT

School Year 2024-2025

This Consultant Services for Hearing Impaired Students Agreement (the "Agreement") dated as of the 1st day of July, 2024, is between Independent School District No. 16 of Payne County, Oklahoma ("Stillwater Schools") with a notice address of 314 S. Lewis, Stillwater, Oklahoma 74074, and Shannan Frohock ("Consultant"), with a notice address of 24 Yellow Brick Drive, Stillwater, Oklahoma 74074.

In consideration of the mutual terms, covenants and conditions specified in this Agreement, Stillwater Schools and CONSULTANT agree as follows:

1. **Consulting Services**. CONSULTANT agrees to provide to Stillwater Schools such consulting services as requested during the term of this Agreement pertaining to special education services for Stillwater Schools' students categorized as Hearing Impaired.

2. **CONSULTANT's Duties**. CONSULTANT shall provide such consulting services and other services as indicated by the Stillwater Schools' student's Individualized Education Program or 504 Accommodation Plan (the "Services"). The Services provided by the CONSULTANT shall include, without limitation, review and study of the student's educational/confidential records, monitoring equipment, conducting student evaluations, preparing required Individualized Education Program documentation, completing forms and reports in conjunction with the development of Individualized Education Programs, participation in student-focused meetings and program-focused meetings including Individualized Education Program meetings and other staffings. The specific starting date for CONSULTANT's delivery of Services will be mutually determined by CONSULTANT and Stillwater Schools.

3. **Certification and Licensure**. CONSULTANT represents and warrants that CONSULTANT is a certified deaf educator licensed by the State of Oklahoma and certified by the Oklahoma Department of Education. CONSULTANT shall notify Stillwater Schools immediately if, for any reason, CONSULTANT's Oklahoma teacher's license is suspended or if CONSULTANT's certification is not renewed upon expiration.

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

5. **Insurance**. CONSULTANT represents and warrants that CONSULTANT is insured under a professional liability policy in a minimum amount of $1,000,000.00 per incident/occurrence and $3,000,000.00 aggregate, and that such insurance covers CONSULTANT when CONSULTANT is providing services as consultant in the area of services to hearing impaired students on the premises of Stillwater Schools.

CONSULTANT agrees to maintain this insurance policy at all times while this Agreement is in effect and agrees to notify Stillwater Schools immediately should the forgoing policy be changed. CONSULTANT will provide Stillwater Schools with a copy of the foregoing insurance policy.

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

7. **Worker's Compensation**. CONSULTANT certifies that, by law, CONSULTANT is not required to carry Workers Compensation Insurance and shall in no event be entitled to such coverage from Stillwater Schools.

8. **OSHA and Background Checks**. CONSULTANT represents and warrants that CONSULTANT has received training in the prevention of exposure to bloodborne pathogens and other potentially infectious materials in accordance with the OSHA Standard on Bloodborne Pathogens ("OSHA training") and agrees to provide Stillwater Schools with written verification of same. If CONSULTANT has not received OSHA training, CONSULTANT agrees to attend a one-hour OSHA training course provided by Stillwater Schools at no cost to CONSULTANT no later than October 1, 2024. CONSULTANT further represents and warrants that Consultant has not been convicted of a felony, a sex offense subject to the Sex Offenders Registration Act in Oklahoma or the sex offender registration provisions of another state or federal law. CONSULTANT agrees to provide Stillwater Schools with written consent for Stillwater Schools to conduct such background checks and criminal history investigations as Stillwater Schools may request from time to time during the term of this Agreement.

9. **Compensation**. Stillwater Schools agrees to pay CONSULTANT the sum of $70.00 per hour for the Services which is inclusive of travel and other work-related expenses. CONSULTANT will work 10-20 hours per week. Additional hours may be negotiated according to the needs of Stillwater Schools. CONSULTANT agrees to invoice Stillwater Schools monthly for all Services provided. CONSULTANT agrees and acknowledges that all required documentation must be submitted to Stillwater Schools **no later than the 3rd day of the month following the month in which the Services were provided** and that Stillwater Schools has no obligation to forward payment to CONSULTANT until Stillwater Schools has been provided the required documentation. CONSULTANT acknowledges that all revenue provided to CONSULTANT pursuant to this Agreement constitutes "net earnings from self-employment" as the term is defined in Section 1402(a) of the Internal Revenue Code of 1986, as amended, and that Stillwater Schools shall have no obligation to CONSULTANT as an employer for withholding and remitting taxes, insurance, FICA, etc.

10. **Term and Termination**. This Agreement is effective as of July 1, 2024, and shall continue in effect through June 30, 2025, unless terminated earlier as provided herein. Either party may terminate this Agreement upon fourteen (14) days' written notice.

11. **Independent Contractor Status**. Each party is acting as an independent contractor and no employee or subcontractor of either party shall be deemed to be an employee of the other. Neither party undertakes by this Agreement or otherwise, to perform any obligation of the other party, whether regulatory or contractual, or to assume any responsibility for the other party's actions, business or operations. Neither party shall have the authority to bind, commit or incur any liability on behalf of the other party or to otherwise act in any way as an agent or representative of the other party.

12. **Force Majeure**. Neither party shall be responsible for any failure or delay in the performance of any obligations due to any cause beyond its reasonable control, including, but not limited to, any such delay or failure arising from third party labor disputes, third party strikes, other third party labor or industrial disturbances, acts of God, pandemic, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, fire, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, and new or changed regulations or orders of any governmental authority; provided that the party claiming force majeure event has given the other party reasonably prompt notice of the event.

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 16
OF PAYNE COUNTY, OKLAHOMA

By: _____
President, Board of Education

Date: _____

Shannan Frohock
SHANNAN FROHOCK

Date: March 25, 2024

EARLY CHILDHOOD PARTNERSHIP PROJECT AGREEMENT
SCHOOL YEAR 2024-2025

This Early Childhood Partnership Project Agreement (the "Agreement") dated as of the 1st day of July, 2024, is between Independent School District No. 16 of Payne County, Oklahoma ("Stillwater Public Schools"), with a notice address of 314 South Lewis, Stillwater, Oklahoma 74074, and Stillwater First United Methodist Church ("SFUMC"), with a notice address of 400 West Seventh Avenue, Stillwater, Oklahoma 74074.

In consideration of the mutual terms, covenants and conditions specified in this Agreement, Stillwater Public Schools and SFUMC agree as follows:

1. **Collaboration.** Stillwater Public Schools and SFUMC, via the staff of SFUMC's Preschool, agree to collaborate regarding the requirements of a public school prekindergarten program and to facilitate the enrollment of four and five-year old children residing within the boundaries of Stillwater Public Schools. The parties further agree to work together in the design and implementation of family literacy activities.

2. **Instructional Materials and Attendance.** Stillwater Public Schools agrees to provide to SFUMC certain supplemental instructional materials as Stillwater Public Schools deems appropriate. SFUMC agrees to provide Stillwater Public Schools with the names and attendance records for the children enrolled at the SFUMC and such other information as Stillwater Public Schools may request, at the times and in the format requested.

3. **Enrollment.** SFUMC will be solely responsible for enrollment and for reporting required by the State of Oklahoma or Stillwater Public Schools for pupil accounting purposes or otherwise. SFUMC will use Stillwater Public Schools' enrollment forms and will provide all necessary documents for enrollment to Stillwater Public Schools' District Registrar, Special Education Services, and other offices responsible for reporting characteristics of students, including, but not limited to, birth certificates and immunization records. As Stillwater Public Schools' residents, the students and their families will be entitled to all the rights, benefits and privileges accorded all other enrollees in the district. If one or more additional four-year-old classrooms become necessary due to greater than anticipated enrollment, SFUMC may employ necessary personnel compliant with the requirements of state and federal law, including, but not limited to, the "highly-qualified" requirements applicable to teachers and paraprofessionals. It is agreed that Stillwater Public Schools will reimburse SFUMC for the 2024-2025 school term based on the cost of $1,800 per child, with the annual total based on average daily membership as of the end of the first quarter. SFUMC agrees to invoice Stillwater Public Schools two times per year; November and April.

4. **Term and Termination.** This agreement is effective as of July 1, 2024, and shall continue in effect through June 30, 2025, unless terminated earlier as provided herein. Either party may terminate this agreement upon fourteen (14) days written notice.

INDEPENDENT SCHOOL DISTRICT NO. 16 OF PAYNE COUNTY, OKLAHOMA

By: _____
President, Board of Education

STILLWATER FIRST UNITED METHODIST CHURCH

By: Chris Ward
Printed Name: Chris Ward
Title: Director

INDEPENDENT CONTRACTOR'S AGREEMENT
TO PROVIDE PHYSICAL THERAPY SERVICES

School Year 2024-2025

This Agreement is entered into by and between Independent School District No. 16 of Payne County, Oklahoma, d/b/a Stillwater Public Schools ("District"), and Angela Brand, P.T., d/b/a Thera-Brand Physical Therapy, LLC ("Contractor").

WHEREAS, Contractor desires to perform physical therapy services for students in the District on the terms and conditions specified in this Agreement; and

WHEREAS, Contractor is qualified to perform the services contemplated by this Agreement.

NOW, THEREFORE, in consideration of mutual covenants herein contained, the parties agree as follows:

1. **Term of Agreement.** This agreement will become effective July 1, 2024. This contract will continue in effect until June 30, 2025. Should both parties wish to renew this agreement, a new agreement must be approved by both parties for an additional term.

2. **Services to be performed by Angela Brand, PT.** Contractor agrees to make available to the District the services of a certified physical therapist (PT) for up to 1224 hours during the term of the agreement, and such additional time as the parties agree for the compensation set forth herein. The specific starting date for the PT to deliver services will be mutually determined by the Contractor and District.

2.1 **Specific Services.** Contractor agrees to provide physical therapy services for school-aged children.

2.2 **Method of Performing Services.** Contractor will provide a physical therapist to perform assessments, evaluations, treatment, documentation, other duties requested by authorized school administration, and attend meetings as necessary.

2.3 **Medical Records.** Contractor acknowledges and agrees that all patient/student files and medical or education records created, compiled, supplemented or modified by Contractor during the effective period of this Agreement with respect to students of the District (i.e. students to whom Employee has rendered services pursuant to this Agreement) are and will remain the sole property of the District. Patient files, lists, any records of names and addresses, computer files or copies of such items are the property of the District.

3. Compensation.

3.1 **Fee per Service.** In consideration of the services to be performed, Contractor agrees to the following fees for services provided:

The rate of $70.00 per hour billed in quarter hour increments.

3.2 **Billing.** Contractor agrees to submit an itemized bill for services provided for the prior month by the 3rd day of the current month. The District agrees to pay the sum of the monthly bill per the rate set forth in Section 3.1 to Contractor by the 28th day of the current month.

3.3 **Method of logging time.** Contractor will log time worked via a timesheet, timeclock, or other system designated by the District and submit the documentation concerning time expended and services rendered with the itemized bill submitted each month.

4. Insurance and Licenses.

4.1 **Liability Insurance.** Contractor shall obtain and maintain general and professional liability insurance, including malpractice insurance, in the amount of not less than $1,000,000 for each occurrence, at her own expense, and will provide written proof of such coverage upon request.

4.2 **CPR Certification.** Contractor shall, at own expense, maintain during the course of this agreement, current CPR certification for self while engaged in performing services at the school. A copy of current CPR certification will be provided upon request.

4.3 **License.** Contractor shall, at her own expense, maintain current Oklahoma Physical Therapy Licensure during the course of this agreement. A copy of current Oklahoma license will be provided to the District upon request. If at any time during the period of this Agreement, Contractor's licensure lapses or is removed, Contractor must provide immediate notice to the District and shall not provide or charge for further services if her license is impaired in any way.

5. Covenants and Responsibilities of The District.

5.1 Nothing herein shall be construed as giving control over, or the right to control, the professional judgment, treatment, or actions of Contractor performing services. The interest and responsibility of the District is to ensure that students are referred to Contractor for physical therapy services and that services rendered by Contractor hereunder are performed in a competent and satisfactory manner. Contractor is not and shall not be an employee, agent, or servant of the District; instead, Contractor is an independent contractor who has agreed to make herself available to provide services to students referred to Contractor by the District.

5.2 In performing services under this Agreement, Contractor covenants and agrees that she (i) must use diligent efforts and professional skills and judgment, (ii) render care to students in accordance with and in a manner consistent with customary and recognized standards of the profession in which she works; and (iii) shall comply with the policies, rules, and regulations of the Board. Nothing in this Agreement shall be construed to constitute the Contractor as an agent or employee of District; nor shall anything contained in this Agreement be construed to constitute District as an agent of Contractor.

5.3 The District shall not disclose information relating to the business, affairs, or operations of Contractor to persons other than governmental authorities without obtaining prior written consent of Contractor, other than as required by law of the State of Oklahoma or other laws of the United States of America or written policies of the District. Likewise, Contractor shall not disclose information relating to the business, affairs, or operation of

District to persons other than governmental authorities without obtaining prior written consent of District, other than as required by law.

5.4 District shall provide or arrange to provide such space, facilities, equipment, administrative personnel, supplies, utilities and administrative services as are reasonably necessary in District's opinion for Contractor to carry out her duties under this Agreement. All equipment and inventory shall remain the property of the District, and shall not be removed from District buildings without authorization of the District. Equipment supplied by the Contractor remains her personal property.

6. **Indemnification of Contractor.** To the extent permitted by law, District indemnifies and holds harmless the Contractor from and against any claim, loss, damage, cost, expense (including reasonable attorneys' fees) or liability arising out of or related to the performance or non-performance by District employees, resulting in claims against Contractor, under this Agreement.

7. **Indemnification of District.** Provider agrees to and shall defend, indemnify and hold the District, its officers, administrators, board members, employees, agents, assigns and attorneys harmless from and against any and all liability, loss or expense, including reasonable attorneys' fees, or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Provider. Provider represents that she is a sole practitioner and has no officers, agents, employees, or contractors associated with her.

8. **Safety and Welfare.** The District and Provider agree that student safety is a top priority. Provider agrees that she will not assign anyone to assist her in performing the duties covered by this agreement. Further, if she seeks and obtains permission to be accompanied by an assistant she shall not allow anyone on District property, whether as an officer, agent, employee, or contractor of Provider, who has been convicted of a felony within the past 10 years or at any time has been convicted of, or pled guilty or no contest to a charge involving illegal chemical substances or a sexual offense. Provider hereby certifies that she is not currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Offender Registration Act. Provider shall submit written proof to the District's Department of Special Education and Student Services that she has passed background checks including a nationwide criminal check, multistate sex offender check, OSBI criminal record check and has obtained a current drug screening prior to entering upon District property. If, at any time, Provider demonstrates actions which are inappropriate or create a disruption within the school, the site principal may require that she leave District property and not return without specific permission of the principal.

9. **COVID-19.** Provider acknowledges District's COVID-19 requirements for individuals on District's campuses and agrees that Provider: shall not enter any District site without checking her temperature to ensure a temperature below 100.4 degrees; has not tested positive for COVID-19; and has not, to her knowledge, been exposed to a person with COVID-19. Provider also agrees to adhere to District's mask requirements for individuals present on its campuses as well as requirements for physical distancing and disinfection.

10. **Termination of Agreement.** Both the Provider and the District may terminate this Agreement for any reason upon thirty (30) days' written notice. Termination of this Agreement

by the District may be effectuated by the Superintendent of the District or the Superintendent's designee.

11. **Assignment and Delegation.** This Agreement is not assignable, and the obligations of this Agreement may not be subcontracted or otherwise delegated to others.

12. **Governing Law.** This Agreement shall be governed by, interpreted and construed in accordance with the procedural and substantive laws of Oklahoma.

13. **Application of Laws.** The parties shall conduct their relationship and perform their duties under this Agreement in full compliance with applicable federal, state, and local laws, regulations and ordinances.

14. **Modification of Agreement.** This Agreement contains the entire understanding of the parties and shall be modified only in writing and signed on behalf of each party.

IN WITNESS WHEREOF, The Stillwater Public Schools and Angela Brand, PT have executed this Agreement on

Stillwater Public School System

By_____

President, Board of Education

Date:_____

Physical Therapist

By Angela Brand P.T.

Angela Brand, P.T. d/b/a
Thera-Brand Physical Therapy, LLC;
Contractor Signature

Date: 03/24/2024

INDEPENDENT CONTRACTOR'S AGREEMENT
TO PROVIDE EVALUATION SERVICES

THIS AGREEMENT is entered into by and between Independent School District No. 16 of Payne County, Oklahoma, d/b/a Stillwater Public Schools ("District"), and Therapy Specialists ("Contractor") on this 1st day of July, 2024.

RECITALS

WHEREAS, Contractor desires to perform speech/language evaluation services for the District on the terms and conditions specified in this Agreement.

WHEREAS, Contractor is qualified to perform the services contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the above recitals, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Contractor shall provide speech/language evaluation services for the District, which shall include evaluations for the purpose of special education, eligibility report writing, and other related services as requested by the District.

2. **LOCATION OF SERVICES.** Contractor shall primarily perform services at the District. All equipment and materials supplied to Contractor by the District, if any, for the performance of services under this Agreement shall remain property of the District and shall not be removed from the District without prior authorization of the District. Contractor may perform services not involving in-person contact with students, such as writing reports and consulting, from the address listed for Contractor shall remain his property.

3. **TERM.** The term of this Agreement shall begin on July 1, 2024, and shall terminate on June 30th, 2025. However, the District may terminate this Agreement without cause after providing written notice to the Contractor of the intended termination at least thirty (30) calendar days prior to the date of the intended termination. The Contractor shall notify the District, in writing, at least sixty (60) calendar days prior to voluntarily severing or

terminating this Agreement. If either party fails to perform in a timely manner or fails to perform in accordance with the provisions of this Agreement, or otherwise breaches its obligations under this Agreement, and fails to cure such breach within ten (10) calendar days after notice from the other party, the other party may terminate this Agreement without further notice or demand.

4. **DUTIES.** Contractor shall report to and coordinate activities with an administrator designated by the Superintendent of the District. The administrator assigned to act in all manners pertaining to this Agreement and to receive notices hereunder, authorize services, accept and approve all reports, drafts, products and invoices is the Director of Special Services. Contractor covenants and agrees to and shall provide services under this Agreement with reasonable diligence and promptness and in accordance with all terms and conditions set forth in this Agreement, in accordance with policies, rules, and regulations of the District, and in accordance with the highest professional standards in the field.

5. **TIMEKEEPING.** Contractor will maintain an accurate report of time worked and services rendered and submit an itemized invoice for services performed in the previous month to the District by the second (3rd) day of the current month.

6. **COMPENSATION AND PAYMENT.** Based on the completion of services described above, the Contractor shall receive compensation according to the rate agreement appended to this Agreement. Contractor agrees to submit itemized bill for services provided for the prior month by the 3rd day of current month. The District agrees to pay the sum of the monthly bill per the rate set forth in this agreement to Contractor by the 28th day of the current month.

7. **INDEPENDENT CONTRACTOR.** It is agreed and understood that Contractor is an independent contractor and that the District shall exercise no supervisory authority or control over Contractor or Contractor's employees, if any, in the performance of this Agreement. It is not the intent of the parties to form a joint venture or partnership of any kind. No other compensation will be paid to Contractor except as specified by the terms of this Agreement. Neither Contractor nor Contractor's employees shall be deemed to be agents or employees of the District and any representation to the contrary by Contractor or his employees shall constitute a violation of this Agreement and shall be grounds for immediate termination, notwithstanding the notice provision in Paragraph 3 of this Agreement. Contractor shall comply with all provisions of state, local, and federal laws, regulations, ordinances, and requirements that are applicable to the performance of the services hereunder.

8. **STUDENT RECORDS.** Contractor acknowledges and agrees that all student files and/or records (including, without limitation, any electronic files and/or records and copies of any files and/or records), including, but not limited to, education and counseling records, created, compiled, supplemented, or modified, by Contractor during the term of this Agreement with respect to students who receive services under this Agreement are and will remain the sole property of the District.

9. **INSURANCE.** Contractor shall obtain and maintain general and professional liability insurance, including malpractice insurance, in an amount of not less than $1,000,000 for each occurrence, at his own expense, and shall provide written proof of such coverage upon request.

10. **LICENSES.** Contractor represents and warrants that he/she is a Licensed Speech Language Pathologist and has all the licenses and credentials required under Oklahoma and federal law to perform the services contemplated by this Agreement. A copy of any such licenses and credentials will be provided to the District upon request. If at any time during the term of this Agreement, any or all of Contractor's applicable licenses or credentials lapse or are removed. Contractor must provide immediate notice to the District and shall not provide or charge for further service.

11. **NOTICES.** Any notices required to be given hereunder shall be deemed sufficient if delivered personally or if sent by U.S. Certified Mail, Return Receipt Requested, to the parties at the address set forth below:

To District: Stillwater Public Schools
Attn: Superintendent
314 South Lewis Street
Stillwater, Oklahoma 74074

To Therapy
Specialists: Therapy Specialists/Kristina Egnor
301 S. Duck St.
Stillwater, OK 74074

12. **ASSIGNMENT.** Neither this Agreement, nor any of the services or work to be performed under this Agreement, may be assigned, in whole or in part, by Contractor without the prior written consent of the District. Contractor represents and warrants that he is a sole practitioner and has no officers, agents, employees or contractors employed or associated with him.

13. **INDEMNIFICATION OF DISTRICT.** Contractor agrees to and shall defend, indemnify, and hold the District, its officers, administrators, board members, employees, agents, assigns, and attorneys harmless from and against any and all liability, loss or expense, including reasonable attorneys' fees, and/or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Contractor.

14. **SAFETY AND WELFARE.** The District and Contractor agree that student safety is a top priority. Contractor agrees that he will not assign anyone to assist him in performing the duties contemplated by this Agreement. Further, if he seeks and obtains permission to be accompanied by an assistant, he shall not allow anyone on District property, whether as an officer, agent, employee or contractor, who has been convicted of a felony within the past 10 years or at any time has been convicted of, or pled guilty or no contest to a charge involving illegal chemical substances or a sexual offense. Contractor hereby certifies that he is not currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Offender Registration Act. Contractor shall submit written proof to the District's Department of Special Education and Student Services that he has passed background checks including a nationwide criminal check, multistate sex offender check, OSBI criminal check, and a current drug screening prior to entering upon District property. If, at any time, Contractor demonstrates actions that are inappropriate or create a disruption at any District site, the site principal, Superintendent, or Superintendent's designee may require that he leave District property and not return without specific permission of the District.

15. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreement and understandings of the parties with respect to the matters covered by this Agreement. This Agreement may not be amended or modified at any time without prior written consent of both parties.

16. **INVALID PROVISION.** The invalidity or unenforceability of any provision of this Agreement shall not affect any other provision. This Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

17. **WAIVER.** The waiver or waivers by the District of any breach or non-performance by Contractor shall not constitute a waiver of any subsequent breach, nor in any way affect the District's ability to enforce each and every provision at any time thereafter.

18. **GOVERNING LAW.** This Agreement shall be governed by, interpreted and construed in accordance with the procedural and substantive laws of Oklahoma.

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, agree to the terms and conditions herein.

Independent School District No. 16
of Payne County, Oklahoma

_____
President, Board of Education Date

Kristina Egnor, Therapy Specialists

3/25/24
Kristina Egnor Date

Therapy Specialists
301 S. Duck St
Stillwater, OK 74074
405-377-8255

Services to Stillwater Public School district during the 2024-2025 school year shall be paid according to the following rates:

Speech Language Evaluation	$175
Speech Only Evaluation	$100
Language Only Evaluation	$100
Mileage:	No charge for mileage

*All assessments will include a written report.

*Payments/checks are to be made to Therapy Specialists

THERAPEUTIC HORSEBACK RIDING PROGRAM AGREEMENT

School Year 2024-2025

This Therapeutic Horseback Riding Program Agreement (the "Agreement") dated as of the 1st day of July, 2024, is between **Independent School District No. 16 of Payne County, Oklahoma** ("Stillwater Schools") with a notice address of 314 S. Lewis, Stillwater, Oklahoma 74074, and **Turning Point Ranch Foundation** ("Turning Point"), with a notice address of 385 S. Country Club Rd., Stillwater, OK 74074.

In consideration of the mutual terms, covenants and conditions specified in this Agreement, Stillwater Schools and Turning Point agree as follows:

1. **The Horseback Riding Program.** Stillwater Schools and Turning Point agree to work together to provide a therapeutic horseback riding program (the "Program") for students with disabilities designated by Stillwater Schools ("Students").

2. **Duties of Stillwater Schools.** Stillwater Schools will identify the Students for participation in the Program, obtain the necessary medical releases and permission forms required by Turning Point for the Students' participation in the Program and transport the Students to and from the premises of Turning Point for each horseback riding session. Stillwater Schools further agrees that a certified Stillwater Schools teacher or aide with training and equipment to address the particular medical/disability issues of riders (i.e. seizure disorders) shall be present with the Students during each horseback riding session. In addition, Stillwater Schools will make an effort to pass on information to parents such as the Parent's Manual and appropriate riding apparel such as shoes with heels and long pants.

3. **Turning Point's Duties.** Turning Point agrees to create and administer the Program in a manner appropriate for each designated Student and in accordance with Professional Association of Therapeutic Horsemanship International ("PATH International") guidelines, to provide at least one (1) instructor certified by PATH International to supervise each horseback riding session and to assign and provide one (1) adult to act as leader and two (2) adults to serve as side-walkers for each Student during each horseback riding session as appropriate, i.e. some Students will need more assistance and some need either the independence or lessened stimulation of fewer side walkers.

4. **Confidentiality.** Turning Point agrees that the individuals performing and/or participating in the services provided to the Students under this Agreement will adhere to all state and federal laws regarding the confidentiality and privacy of the education records and patient healthcare records of students and students with disabilities.

6. **Background Checks.** Turning Point represents and warrants that the individuals performing the services provided to the Students under this Agreement have not been convicted of a felony, a sex offense subject to the Sex Offenders Registration Act in Oklahoma or the sex offender registration provisions of another state or federal law.

7. **Compensation.** Stillwater Schools agrees to pay Turning Point the sum of $100 per lesson to include four (4) students per lesson. A maximum of three (3) lessons will be offered per day for a total possible amount of $300 per day for no more than sixty (60) days during the contract period. Turning Point will invoice for services at the end of each month. Payment will be made within thirty (30) days of receipt of invoice.

8. **Term and Termination.** This Agreement is effective as of July 1, 2024, and shall continue in effect through June 30, 2025, unless terminated earlier as provided herein. Either party may terminate this Agreement upon fourteen (14) days' written notice.

9. **Independent Contractor Status.** Each party is acting as an independent contractor and no employee or subcontractor of either party shall be deemed to be an employee of the other. No party undertakes by this Agreement or otherwise, to perform any obligation of the other party, whether regulatory or contractual, or to assume any responsibility for the other party's actions, business or operations. No party shall have the authority to bind, commit or incur any liability on behalf of the other party or to otherwise act in any way as an agent or representative of the other party.

10. **Force Majeure.** No party shall be responsible for any failure or delay in the performance of any obligations due to any cause beyond its reasonable control, including, but not limited to, any such delay or failure arising from third party labor disputes, third party strikes, other third party labor or industrial disturbances, acts of God, pandemic, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, fire, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, and new or changed regulations or orders of any governmental authority; provided that the party claiming the force majeure event has given the other party reasonably prompt notice of the event.

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

12. **Insurance.** Turning Point warrants and represents that the individuals providing the services under this Agreement are insured and will remain insured during the term of and while performing the services set forth in this Agreement, for personal injury, death, property damage, general liability and workers' compensation that covers the horseback riding sessions contemplated by this Agreement. Turning Point will furnish the District a copy of the current insurance policies and Certificates of Insurance that reflect such coverage upon request.

13. **Miscellaneous.** This Agreement embodies the entire agreement and understanding between Stillwater Schools and Turning Point relating to the subject matter of this Agreement, and supersedes all previous communications, representations, understandings, and agreements, whether oral or written. This Agreement is to be

governed by and construed in accordance with the laws, excluding the conflict laws, of the State of Oklahoma. This Agreement may be amended only in a writing signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be severed from this Agreement and any remaining provisions will continue in full force and effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. No waiver by any party hereto of any breach of any provision herein shall constitute waiver of any other provision nor shall such waiver constitute consent that the breach may continue or that any other breach will be waived. In the event of any suits or actions or other proceedings to enforce the terms of this agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred therein.

14. **Non-Discrimination.** The parties to this Agreement represent and warrant that they do not discriminate on the basis of race, color, religion, sex, national origin, age, disability or veteran status in the performance of their services.

INDEPENDENT SCHOOL DISTRICT NO. 16
OF PAYNE COUNTY, OKLAHOMA

By: _____
President, Board of Education

TURNING POINT RANCH FOUNDATION

By: Lori L Weeden
Board President

STILLWATER PUBLIC SCHOOLS

STILLWATER BOARD OF EDUCATION

PREPARED BY: Mike Arnold, Chief Financial Officer
APPROVED BY: Uwe Gordon, Superintendent
DATE: June 11, 2024

AGENDA ITEM: 4N
Business/Finance FY 2024-24 Contract Renewals

1. **Affinity Marketing**
2. **Buy Board (Purchasing Cooperative)**
3. **Clearwater Enterprises (Natural Gas Supplier)**
4. **Coca-Cola Southwest Beverages, LLC**
5. **Finalsite**
6. **Hilltop Securities (Bond Arbitrage Rebate Compliance)**
7. **Kone Elevator**
8. **Millennium Financial Group, LLC (Collection agency for Nutrition)**
9. **Neopost Leasing, Inc. (Mail Meter Machine)**
10. **Otis Elevator**
11. **Payne County Bank (OES Lease Purchase)**
12. **ThyssenKrupp Elevator Corporation**
13. **TIPS (Purchasing Cooperative)**
14. **CARE Solace**
15. **Municipal Finance Services, INC.**
16. **Rosenstein, Fist & Ringold**
17. **Vero Fiber Networks, LLC (Telecom & Infrastructure Services)**
18. **Arbiter Sports**
19. **Air & Earth, Inc. (Asbestos Abatement)**
20. **OSIG (Property/Liability Ins)**

BOARD ACTION REQUESTED:
Motion to Approve the Renewal of Existing or Revised Contracts as listed above for FY 2024-25

BACKGROUND INFORMATION:
Oklahoma statutes require public schools to annually approve all new contracts and renew any ongoing and long-term contracts.

The attached list represents new and existing agreements which require this annual renewal.

Copies of these contracts are attached and are maintained on file in the finance office.

APPENDIX A
to
Affinity Marketing Agreement

This **Appendix A** is a part of the Affinity Marketing Agreement (the "Agreement") between Arvest and Endorser. The terms and conditions of this Appendix A shall supplement and govern the Agreement, and capitalized terms not otherwise defined herein shall have the same meaning as specified in the Agreement.

Rewards to Endorser:

Arvest shall pay Endorser the following rewards relating to the Affinity Cards issued and activated by Arvest during the Term:

Execution Reward - Within thirty (30) days following the Effective Date, Arvest shall pay Endorser the aggregate sum of $_____.

Annual Renewal Reward - Subject to the agreement of the parties as described below, Arvest shall pay Endorser the aggregate sum of $2500_____ promptly following the commencement of any Renewal Term.

Per Card Reward - Subject to the agreement of the parties as described below, within thirty (30) days of expiration of the Initial Term or any Renewal Term, Arvest will pay Endorser an aggregate sum equal to the lesser of either (a) $_____per Affinity Card issued and activated during the Initial Term or any Renewal Term, as applicable, or (b) $_____.

The parties agree that they will review the "annual renewal" and "per card" rewards reflected in this **Appendix A** prior to the expiration of the Initial Term and any Renewal Term. The Agreement shall immediately terminate if the parties are unable to agree on the amounts of such rewards for the subsequent Renewal Term.

NATIONAL PURCHASING COOPERATIVE
INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between The National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government ("Cooperative Member").

I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, pursuant to MD. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I.GEN.LAWS § 16-2-9.2 (2009); and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement**. The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated May 26, 2010, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.

2. **Term**. The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.

3. **Termination.**

   (a) **By the Cooperative Member**. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.

6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.

7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by

mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application (BuyBoard) during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc., and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.

2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.

3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative. Notwithstanding the foregoing, the Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on the Cooperative Member. The Cooperative shall promptly notify all Cooperative Members in writing of any Bylaw amendment, policy or procedure change.

4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.

7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.

8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.

9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:
   a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
   b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
   c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
   d) All requirements—local or state–for a third party to approve, record or authorize the Agreement have been met.

10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, INCLUDING THE NATIONAL SCHOOL BOARDS ASSOCIATION (NSBA) AND THE TEXAS ASSOCIATION OF SCHOOL BOARDS, INC. (TASB), DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

    THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
    (a) Neither party waives any immunity from liability afforded under law;

(b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
(c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and
(d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's Endorsers, Sponsors and Servicing Contractors (defined in Paragraph 11, above) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

13. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.

14. **Notice.** Any written notice to the Cooperative may be given by e-mail to NSBA at BuyBoard@nsba.org; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, 1680 Duke Street FL2, Alexandria, VA, 22314; or other mode of delivery typically used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by e-mail to the Cooperative Member's Coordinator or other e-mail address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or other mode of delivery typically used in commerce and accessible to the intended recipient.

15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.

16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

17. **Authority.** By the execution and delivery of this Agreement, each undersigned individual represents that he or she is authorized to bind the entity that is a party to this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

TO BE COMPLETED BY THE NATIONAL PURCHASING COOPERATIVE:

By: Valerie M. Carty
Director, State Association Services/ Member & Leadership Services
National School Boards Association
On behalf of the National Purchasing Cooperative

TO BE COMPLETED BY COOPERATIVE MEMBER:
[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

Independent School District 16, Payne, Oklahoma dba Stillwater Public Schools
(Name of Local Government)

By: Camille DeYong Date: 1-15-2019
Signature of authorized representative of Cooperative Member

Camille DeYong, President
Printed name and title of authorized representative

INDEPENDENT SCHOOL DIST. NO. 16 OFFICIAL SEAL PAYNE COUNTY, OKLA.

Coordinator for the Cooperative Member is:

Jerican Dawson
Name

CFO
Title

314 S. Lewis
Mailing Address

Stillwater
City

OK 74074
State Zip Code

405-533-6310
Telephone

405-533-6311
Fax

jdawson@stillwaterschools.com
Email

(Revised by the Cooperative Board of Trustees on March 10, 2016).

Clearwater
ENTERPRISES
5637 N. Classen Blvd. ▪ Oklahoma City, OK 73118
(405) 842-9200 ▪ (405) 842-9213 Fax

Via Email: ugordon@stillwaterschools.com
If no email, Via Fax: 405-533-6311

April 1, 2023

Stillwater Public Schools
Attn: Uwe Gordon

Re: Amendment to Gas Sales Agreement (Contract #20099)

Thank you for choosing Clearwater Enterprises, L.L.C. as your natural gas supplier. We would like to renew our services and offer you an Amendment to extend the term of your Agreement. In lieu of your contract automatically extending per the existing Exhibit A-1, we would like to offer an extension through June 30, 2024. This letter shall serve as the required forty-five (45) day notice that we will not extend the existing Exhibit A-1 past June 30, 2023.

Enclosed is one (1) unexecuted original of the above referenced Amendment which covers July 1, 2023 through June 30, 2024. Should you require duplicate originals to be sent via mail, please let me know and I will send originals to you.

Please return one partially executed original to the undersigned by April 30, 2023. Once fully executed, we will provide you with a copy for your files. If we do not receive a signed Amendment by June 30, 2023, we will operate under the provisions of the attached Amendment as of July 1, 2023.

We appreciate this opportunity to do business with you. If you have any questions, please contact me at (405) 842-9200 x201.

Sincerely,

Regina Fort

Regina Fort
Vice President of Retail Sales
rfort@cwegas.com

AMENDMENT

This Amendment is made and entered into as of July 1, 2023 by and between **Clearwater Enterprises, L.L.C.** ("Seller") and **Stillwater Public Schools** ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer made and entered into that certain Gas Sales Agreement dated July 1, 2020 (the "Agreement"), Contract #20099; and

WHEREAS, Seller and Buyer wish to amend the Agreement in the manner specified below;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein provided, the Parties hereby agree to amend the Agreement in the following respects only:

- Exhibit A-1 is hereby replaced in its entirety and the attached Exhibit A-2 is substituted therefore. All references in the Agreement to Exhibit A-1 shall be amended to reference Exhibit A-2.

- Schedule 2 is hereby replaced in its entirety and the attached Schedule 3 is substituted therefore. All references in the Agreement to Schedule 2 shall be amended to reference Schedule 3.

This Amendment is effective July 1, 2023. Except as expressly amended hereby, all terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.

As evidence of the Parties' agreement to the terms and conditions set forth above, this Amendment is hereby executed by an authorized representative of each Party on the dates shown below.

Seller
Clearwater Enterprises, L.L.C.

By: _____
Name: Maria Olivares
Title: Vice President - Commodity Operations and Contracts
Date: 4-18-23

Buyer
Stillwater Public Schools

By: _____
Name: Tim Riley
Title: President
Date: 4-11-23

SIGN HERE

INDEPENDENT SCHOOL DIST. NO. 16 OFFICIAL SEAL PAYNE COUNTY, OKLA.

EXHIBIT A-2
TRANSACTION CONFIRMATION

Clearwater Enterprises, L.L.C. ("Seller") and **Stillwater Public Schools** ("Buyer") agree to the purchase and sale of natural gas pursuant to this Transaction Confirmation and the general terms and conditions contained in the Gas Sales Agreement dated July 1, 2020 between Buyer and Seller ("Agreement"):

Term: July 1, 2023 through June 30, 2024 and automatically renewed year to year thereafter unless either Party notifies the other Party in writing at least forty-five (45) days prior to the expiration of the stated term or the then current renewal period that this Transaction Confirmation shall not be renewed, subject to early termination under Sections 11 and 20 of the Agreement.

Facility: As listed on Schedule 3 attached hereto

Quantity: Full Facility Requirements, the monthly quantity of which is estimated on Schedule 3 attached hereto.

Nature of Quantity Obligation: Firm

Price: For all gas delivered by Seller the price Buyer shall pay Seller shall be calculated by adding $0.30/MMBtu to Seller's cost. Buyer shall have the option to fix a price for a quantity of gas throughout the term of this Transaction Confirmation at a price which is mutually agreeable to the Parties hereto.

Delivery Point/Point(s) of Sale: Oklahoma Natural Gas Company distribution system receipt point for delivery to the Facility listed above.

Local Distribution Company: Oklahoma Natural Gas Company

EVIDENCE OF AGREEMENT: This Transaction Confirmation documents an oral agreement previously reached by representatives of the Parties. Therefore, although Clearwater Enterprises, L.L.C. would prefer that this Transaction Confirmation be signed and returned by facsimile transmission, or that written confirmation of this Transaction Confirmation be provided in some other manner, this Transaction Confirmation will be deemed accepted if Clearwater Enterprises, L.L.C. receives no objections within two (2) business days of Clearwater's execution date shown below.

Seller
Clearwater Enterprises, L.L.C.

By: _____
Name: Maria Olivares
Title: Vice President - Commodity Operations and Contracts
Date: 4-18-23

Buyer
Stillwater Public Schools

By: _____
Name: Tim Riley
Title: President
Date: 4-11-23

SIGN HERE

INDEPENDENT SCHOOL DIST. NO. 16 OFFICIAL SEAL a joint PAYNE COUNTY, OKLA.

SCHEDULE 3 to TRANSACTION CONFIRMATION

Facility Listing and Estimated Monthly Usage

Facility(ies)

ONG Contract #	Current ONG Regional Receipt Location	Account Name	ONG Account #	Address
1101	OGT-OKC	STILLWATER PS HIGH SCHOOL	211507543	1224 N Husband St; Stillwater, OK 74075-3613
1367	OGT-OKC	STILLWATER PS MIDDLE SCHOOL	210503914	2200 S Sangre Rd; Stillwater, OK 74074-2143
1370	OGT-OKC	STILLWATER PS JUNIOR HIGH	211506325	1900 N Skyline St; Stillwater, OK 74075-3101
3714	OGT-OKC	STILLWATER PS SKYLINE ELEMENTARY	210184276	1414 1/2 E Sunrise Dr; Stillwater, OK 74075-6924
7865	OGT-OKC	STILLWATER PS HIGHLAND PARK ELEMENTARY	213116894	400 S Drury Rd; Stillwater, OK 74074
8067	OGT-OKC	STILLWATER PUBLIC SCHOOLS	213156385	5021 N Perkins Rd; Stillwater, OK 74075-1706

Estimated Monthly Usage (MMBtus)

ONG Contract #	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
1101	1410	1385	595	238	92	24	26	33	52	200	644	1001	5700
1367	512	507	218	101	49	28	26	42	51	82	207	333	2156
1370	381	368	148	70	27	11	11	21	25	54	115	240	1471
3714	286	291	118	43	26	46	6	70	54	117	123	222	1402
7865	106	95	44	29	15	2	2	12	14	26	34	63	442
8067	509	502	293	152	32	5	3	3	4	82	288	407	2280

Estimated Monthly Usage is for informational purposes and based on historical consumption as represented by Buyer's Local Distribution Company or upon information supplied by Buyer.

GAS SALES AGREEMENT

CONTRACT No. G.S. 20099

THIS AGREEMENT ("Agreement") is made and entered into effective the **1st** day of **July**, **2020** ("Contract Effective Date") between **Clearwater Enterprises, L.L.C. ("Clearwater")**, hereinafter referred to as "Seller", and **Stillwater Public Schools**, hereinafter referred to as "Buyer". Seller agrees to sell and deliver to Buyer, and Buyer agrees to purchase and receive from Seller, natural gas pursuant to the terms and conditions hereinafter set forth. Seller and Buyer may be referred to sometimes individually as "Party" or collectively as "Parties".

(1) **Transaction Confirmation:** At any time Seller may offer to sell to Buyer and/or Buyer may offer to purchase from Seller a specific quantity of gas under this Agreement by transmitting to the other a Transaction Confirmation, in the form attached hereto as Exhibit A, setting out the details of the proposed transaction. Subject to Section 3, Buyer has no obligation to purchase gas and Seller has no obligation to sell gas under this Agreement, except as set forth in a Transaction Confirmation duly executed by both Parties.

(2) **Quantity:** Subject to the provisions of Section 3 hereof, Seller agrees to sell, and Buyer agrees to purchase all its gas requirements in the quantities of gas set forth in the applicable Transaction Confirmation ("Fixed Quantity" and/or "Quantity"). The Parties will cooperate in the nomination and confirmation of the actual quantities to be delivered by Seller and received by Buyer, pursuant to the procedures and requirements of the Local Distribution Company's approved transportation tariff and any applicable procedures and requirements of the third-party pipeline(s) upstream of such Local Distribution Company's facilities.

(3) **Nature of Obligation:** During the term of this Agreement, Buyer agrees to purchase all of its monthly usage exclusively from Seller. Seller agrees to exercise its commercially reasonable efforts to supply all of Buyer's monthly usage. If Seller is unable or unwilling to supply Buyer with all of its monthly usage, Buyer shall have as its sole remedy the option to terminate this Agreement upon forty-five (45) day notice to Seller.

(4) **Price:** The price per MMBtu for the gas sold and purchased hereunder will be the Price as set out in the Transaction Confirmation. Such Price will be inclusive of any production, severance, and all other applicable taxes attributable to the gas prior to its delivery at the Delivery Point(s). Such price will not be inclusive of, and Buyer shall be responsible for, any transportation fees, riders, taxes or any other costs or charges incurred for services at or after the Delivery Point(s), including as assessed by the Local Distribution Company or any third-party pipeline upstream of and transporting the gas to the Local Distribution Company. Additionally, Seller shall not be responsible or liable for, but Buyer shall be responsible for, any costs including, but not limited to, imbalances, penalties, or cash-out charges, which are the result of measurement corrections or in connection with the balancing of actual receipts over and under nominated and confirmed quantities at or after the Delivery Point(s), including as assessed by the Local Distribution Company or any third-party pipeline upstream of and transporting the gas to the Local Distribution Company. Notwithstanding the above, Seller shall be responsible for any balancing fees or penalties charged to Buyer's account by the Local Distribution Company or the third-party pipeline transporting the gas to the Local Distribution Company that are caused by Seller's gross negligence or willful misconduct.

(5) **Term:** This Agreement shall remain in force and effect unless and until terminated by either Party upon forty-five (45) days' prior written notice; provided, however such termination shall not be effective as to any then duly executed Transaction Confirmation until the expiration of such Transaction Confirmation's designated term. The obligations to make payment for gas previously received and to balance to zero actual receipts over and under nominated and confirmed quantities, under a Transaction Confirmation, if any, shall survive the termination of this Agreement and the applicable Transaction Confirmation.

(6) **Delivery Point(s)/Point(s) of Sale:** Seller will deliver gas at the Delivery Point(s) identified within the Transaction Confirmation. All such Delivery Point(s) shall be considered the Point(s) of Sale between Buyer and Seller, and risk of loss for the gas delivered hereunder shall transfer from Seller to Buyer at the Delivery Point(s).

(7) **Transportation:** The Local Distribution Company serving Buyer's applicable Facility site will be specified in the Transaction Confirmation. Seller will have no responsibility for, and Buyer will be responsible for all transportation of gas at or after the Delivery Point(s).

(8) **Measurement, Metering, Quality:** Gas delivered by Seller at the Delivery Point(s) pursuant to this Agreement and any Transaction Confirmation will meet the quality specifications set out in the Local Distribution Company's tariff. Except as expressly provided in this Section 8 and Section 9, Seller disclaims any other warranty, express or implied, including any warranty of fitness for any particular purpose. The Parties acknowledge and agree that measurement and testing will be performed by the operator of the applicable Delivery Point according to the Local Distribution Company's most recent tariff requirements. Buyer will cooperate in good faith with any reasonable request of Seller to exercise Buyer's rights under the Local Distribution Company's tariff regarding measurement and testing at the Delivery Point(s).

(9) **Title:** Seller warrants its right to sell the gas delivered hereunder to Buyer. Title shall pass from Seller to Buyer at the Delivery Point(s).

(10) **Billing and Payment:** Seller agrees to provide Buyer a monthly invoice for the total quantity of gas delivered to Buyer at the Delivery Point(s). Buyer agrees to make payment to Seller of the total invoice amount on or before the 25th day of the month, except for any amount disputed in good faith. With regard to any amount disputed in good faith, Buyer will provide sufficient detail to support adjustments requested by Buyer to the invoice amount. Buyer and Seller will work together to resolve any disputed amount in a timely manner, but Buyer shall remain obligated to remit payment for undisputed amounts as provided herein. Any undisputed amounts due Seller and not paid when due shall bear interest from the due date at the lesser of (i) one and one-half percent per month from the date due until the date of payment; or (ii) the maximum applicable lawful interest rate. All invoices, statements and adjustments shall be considered final and correct as between the Parties unless disputed in writing within two (2) years from the date of such invoices, statements, or adjustments.

(11) **Seller's Credit Terms and Right to Set-Off:** Seller's obligation to deliver gas hereunder is conditioned upon Buyer's compliance with Seller's credit policies and requirements. If the financial responsibility of Buyer is at any time unsatisfactory to Seller for any reason, then Buyer shall, within five (5) business days of Seller's written notification, provide Seller with security as deemed satisfactory by Seller for Buyer's performance hereunder. Buyer's failure to abide by the provisions of this Section shall be considered a breach hereof, and in such event, payment for all natural gas delivered hereunder shall be due and paid

immediately, and Seller may, without waiving any rights or remedies it may have, withhold further deliveries until such payments or security is received, provided Buyer is afforded an opportunity to cure any default within three (3) business days' notice of any breach. Should Buyer fail to cure such default within such three (3) business day, then Seller shall have the right to terminate this Agreement and any Transaction Confirmation effective upon Seller's written notice to Buyer. Buyer's obligation to make payment hereunder for gas received, and with regard to balancing nominated and confirmed volumes versus actual deliveries, shall survive the termination of this Agreement and any Transaction Confirmation. Furthermore, if any payment due to Seller hereunder is not paid when due, Seller shall have the right, in addition to all other rights and remedies, to set-off any such unpaid balance due Seller against any amounts owed by Seller, or by the parent or any subsidiary of Seller, to Buyer under this or any separate agreement or transaction.

(12) **Forward Contract:** If a Party to this Agreement is considering or becomes subject to U.S. Bankruptcy Code proceedings, it is understood and agreed to that the other Party is a "forward contract merchant" under Section 556 of the U.S. Bankruptcy Code, that this Agreement and each Transaction Confirmation constitutes a "forward contract" within the meaning of the U.S. Bankruptcy Code, and that the other Party and this Agreement and each Transaction Confirmation executed hereunder shall be afforded all the rights and protections to forward contract merchants and forward contracts under the U.S. Bankruptcy Code without limitation.

(13) **Taxes:** Seller shall pay or cause to be paid all production, severance and all other applicable taxes attributable to the gas prior to its delivery at the Delivery Point(s). Buyer is responsible for and hereby agrees to pay or cause to be paid all applicable sales, use, and gross receipts taxes or charges arising at or after delivery at the Delivery Point. If Buyer is entitled to purchase natural gas free from any such taxes or charges, Buyer shall promptly furnish Seller with the necessary exemption certificate(s) covering each Delivery Point.

(14) **Notices:** Except as herein otherwise provided, any notice, request, demand, statement, routine communication, invoice, or bill provided for under this Agreement or the Exhibits hereto shall be in writing and delivered to the Parties at the addresses or facsimile numbers identified on Exhibits "B" and "C" attached hereto. Notice shall be deemed given when physically delivered to the other Party in person, when transmitted to the other Party by confirmed facsimile transmission, three Business Days after deposited, postage prepaid, in the U.S. Mail, or upon confirmed delivery by a delivery service. Either Party may change its address or facsimile number by providing notice of same in accordance herewith. Notices under this Agreement and any Transaction Confirmation are to be made to the person(s) designated by each Party on Exhibits "B" and "C" until each Party designates other persons to receive such notices.

(15) **Previous Agreements:** This Agreement and Transaction Confirmation(s) executed in connection herewith replace and supersede any prior discussions, negotiations, representations or agreements, whether oral or written, between Seller and Buyer, if any, with respect to the purchase of gas by Buyer from Seller for the Facility(ies) and dates of service listed on the applicable Transaction Confirmation.

(16) **Force Majeure:** Except with regard to Buyer's obligation to make payment(s) due under Section 10, neither Party hereto shall be liable for any failure to perform any of its obligations hereunder due to causes beyond its reasonable control, the occurrence of which could not have been prevented by the exercise of due diligence, such as acts of God; acts of civil or military authority; fires; strikes; floods; epidemics; war or riot;

limitations, constraints, or failure of transportation service (including by the Local Distribution Company and/or any other third-party pipelines upstream of the Delivery Point(s)); and inability of Seller to obtain gas supply at a reasonable cost; provided, however, that neither Party shall be relieved of its obligations hereunder solely by reason of that Party's financial inability to perform. Refusal of either Party to accede to a demand of laborers or labor unions which, in its sole discretion, it considers unreasonable shall not deny that Party the benefits of this provision.

(17) **Confidentiality:** During the term hereof and for a period of one (1) year after termination of this Agreement, Seller and Buyer agree to maintain the confidentiality of this Agreement and each Transaction Confirmation executed in connection herewith, and each of the terms and conditions hereof and thereof, and Seller and Buyer agree not to divulge same to any third party (other than the receiving Party's employees, lenders, counsel, accountants and other agents with a need to know) without the express prior written consent of the other Party, except to the extent required by law or exchange rule. However, Seller consents to allow Buyer to divulge the terms hereof and of the applicable Transaction Confirmation(s) to a prospective purchaser of the Facility designated in such Transaction Confirmation(s), and Buyer consents to allow Seller to divulge the terms hereof to a prospective purchaser of all or substantially all of Seller's assets or any rights under this Agreement.

(18) **Waiver:** No waiver by either Buyer or Seller of one or more defaults by the other in the performance of any of the provisions of this Agreement or any Transaction Confirmation shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.

(19) **Severability:** If any provision in this Agreement or any Transaction Confirmation is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement.

(20) **Governmental Regulation:** In the event any governmental authority prohibits any of the transactions described in this Agreement or any Transaction Confirmation, or otherwise conditions such transaction in a manner that is unacceptable in the reasonable judgment of the Party affected thereby, then the Parties shall negotiate in good faith alternative mutually acceptable terms giving effect to the maximum extent possible to the intentions of the Parties as expressed in this Agreement and the applicable Transaction Confirmation at the time of execution. If the Parties are unable to agree on mutually aggregable alternative terms by the date the governmental prohibition or condition takes effect, either Party may terminate this Agreement and the applicable Transaction Confirmation(s) effective upon written notice to the other Party.

(21) **Supply Change.** If the Local Distribution Company, or any third-party pipeline upstream of and transporting the gas to the Local Distribution Company, limits, restricts, or otherwise modifies requirements for gas supply to the Delivery Point(s), including, without limitation, (i) the geographic source of such supply, (ii) the point of receipt into the Local Distribution Company's system to which such supply must be delivered, (iii) the point of receipt into such third-party pipeline's system to which such supply must be delivered, or (iv) the point of redelivery out of the such third-party pipeline's system through which such supply must be transported (a "Supply Change"), which Supply Change increases Seller's costs to perform hereunder, then Seller shall be entitled to recover such increased cost from Buyer, including without limitation by modifying the price to be paid by Buyer for gas hereunder.

(22) **Indemnity**: Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims") from any and all persons arising from or out of title to the gas upon delivery hereunder, failure of Seller's gas to meet the quality specification set forth in Section 8 upon delivery hereunder, personal injury or property damages from gas prior to delivery at the Delivery Point(s) or other charges thereon that attach prior to the Delivery Point. Buyer agrees to indemnify Seller and save it harmless from all Claims from any and all persons arising from or out of obligations for payment due hereunder, personal injury or property damages from gas at and after delivery at the Delivery Point or other charges thereon that attach at or after the Delivery Point.

(23) **Assignability:** This Agreement and any Transaction Confirmation shall inure to and be binding upon the successors and assigns of the Parties hereto; provided, that neither Party may assign this Agreement or any Transaction Confirmation and the rights and obligations hereunder or thereunder without first having obtained the written approval of the other Party, which approval shall not be unreasonably withheld. Seller reserves the right to review and approve the creditworthiness of any proposed assignee of Buyer. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder unless expressly waived by Seller.

(24) **Applicable Law/Venue/Jury Waiver/Attorney's Fees:** This Agreement and each Transaction Confirmation shall be interpreted and enforced in accordance with the laws of the State of Oklahoma, without reference to its principles on conflict of laws. The Parties hereby submit to the personal jurisdiction of, and agree venue is proper in the state courts located in, Oklahoma County, Oklahoma, and the federal courts located in the Western District of Oklahoma. Any suit arising out of or related to this Agreement or any Transaction Confirmation shall be brought exclusively in such courts, and the Parties irrevocably consent and submit to the exclusive jurisdiction of such courts and waive any objection based on venue or forum non conveniens. Each Party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any proceedings relating to this Agreement or any Transaction Confirmation. In any action brought to enforce or interpret this Agreement or any Transaction Confirmation, the prevailing Party shall be entitled to recover the reasonable attorney's fees, costs and disbursements by outside counsel.

(25) **Authority:** Each Party to this Agreement and any Transaction Confirmation represents and warrants that it has full and complete authority to enter into and perform this Agreement and any Transaction Confirmation. Each person who executes this Agreement and any Transaction Confirmation on behalf of either Party represents and warrants that it has full and complete authority to do so and that such Party will be bound thereby.

(26) **Entirety:** Each Transaction Confirmation is hereby incorporated into and made a part of this Agreement. The entire agreement between the Parties shall include those provisions contained in this Agreement and any effective Transaction Confirmation. However, the provisions of each respective Transaction Confirmation shall apply only to the terms and quantities set forth in such Transaction Confirmation; the provisions of this Agreement shall apply to all quantities in all Transaction Confirmations. In the event of a conflict between the terms of any Transaction Confirmation and this Agreement, the terms of the Transaction Confirmation shall take precedence.

(27) **Preparation:** This Agreement and any Transaction Confirmation were negotiated by both Parties hereto with advice of counsel to the extent deemed necessary by each Party, and were not prepared by any Party to the exclusion of the other, and, accordingly, shall not be construed against either Party by reason of its preparation.

(28) **Signatures:** In lieu of original signatures, the Parties agree that this Agreement and any Transaction Confirmation is valid and binding upon the execution and delivery of same via facsimile transmission or email.

As evidence of the Parties' agreement to the terms and conditions set forth above, this Agreement, effective as of the date first stated above, is hereby executed by an authorized representative of each Party on the dates shown below.

Seller
Clearwater Enterprises, L.L.C.

By: Jenny Thompson
Name: Jenny Thompson
Title: Chief Operating Officer
Date: June 16, 2020

Buyer
Stillwater Public Schools

By: R.E. Graham, Jr.
Name: R.E. Graham, Jr.
Title: Pres. BOE.
Date: June 9, 2020

SIGN HERE

INDEPENDENT SCHOOL DIST. NO. 16 OFFICIAL SEAL PAYNE COUNTY, OKLA.

aj

EXHIBIT A
TRANSACTION CONFIRMATION

Clearwater Enterprises, L.L.C. ("Seller") and **Stillwater Public Schools** ("Buyer") agree to the purchase and sale of natural gas pursuant to this Transaction Confirmation and the general terms and conditions contained in the Gas Sales Agreement dated July 1, 2020 between Buyer and Seller ("Agreement"):

Term: July 1, 2020 through June 30, 2021 and automatically renewed year to year thereafter unless either Party notifies the other Party in writing at least forty-five (45) days prior to the expiration of the stated term or the then current renewal period that this Transaction Confirmation shall not be renewed, subject to early termination under Sections 11 and 20 of the Agreement.

Facility: As listed on Schedule 1 attached hereto

Quantity: Full Facility Requirements, the monthly quantity of which is estimated on Schedule 1 attached hereto.

Nature of Quantity Obligation: Firm

Price: For all gas delivered by Seller the price Buyer shall pay Seller shall be calculated by adding $0.30/MMBtu to the Inside FERC's Gas Market Report first of the month index posting for Oneok Gas Transportation LLC, Oklahoma. In the event the referenced index posting for Oneok Gas Transportation LLC, Oklahoma is not published for any delivery month, the average of the index postings ANR Pipeline Co., Oklahoma, Natural Gas Pipeline Co. of America, Midcontinent zone, and Panhandle Eastern Pipe Line Co., Texas, Oklahoma (mainline) shall be substituted therefore. Buyer shall have the option to fix a price for a quantity of gas throughout the term of this Transaction Confirmation at a price which is mutually agreeable to the Parties hereto.

Delivery Point/Point(s) of Sale: Oklahoma Natural Gas Company distribution system receipt point for delivery to the Facility listed above.

Local Distribution Company: Oklahoma Natural Gas Company

EVIDENCE OF AGREEMENT: This Transaction Confirmation documents an oral agreement previously reached by representatives of the Parties. Therefore, although Clearwater Enterprises, L.L.C. would prefer that this Transaction Confirmation be signed and returned by facsimile transmission, or that written confirmation of this Transaction Confirmation be provided in some other manner, this Transaction Confirmation will be deemed accepted if Clearwater Enterprises, L.L.C. receives no objections within two (2) business days of Clearwater's execution date shown below.

Seller
Clearwater Enterprises, L.L.C.

By: Jenny Thompson
Name: Jenny Thompson
Title: Chief Operating Officer
Date: June 16, 2020

Buyer
Stillwater Public Schools

By:
Name: Pat Gragtmar
Title: Pres. BOE.
Date: June 9, 2020

SIGN HERE

INDEPENDENT SCHOOL DIST. NO. 16 OFFICIAL SEAL PAYNE COUNTY, OKLA.

SCHEDULE 1 to TRANSACTION CONFIRMATION

Facility Listing and Estimated Monthly Usage

Facility(ies)														
ONG Contract #	**Current ONG Regional Receipt Location**	**Account Name**				**ONG Account #**			**Address**					
Estimated Monthly Usage (MMBtus)														
1101	OGT-OKC	STILLWATER PS HIGH SCHOOL				211507543			1224 N Husband St; Stillwater, OK 74075-3613					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		1094	1115	765	386	84	53	35	49	55	273	822	1212	5943
1367	OGT-OKC	STILLWATER PS MIDDLE SCHOOL				210503914			2200 S Sangre Rd; Stillwater, OK 74074-2143					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		273	270	157	84	34	21	22	32	44	64	205	269	1475
1370	OGT-OKC	STILLWATER PS JUNIOR HIGH				211506325			1900 N Skyline St; Stillwater, OK 74075-3101					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		275	236	145	70	26	16	16	25	31	56	141	240	1277
3714	OGT-OKC	STILLWATER PS SKYLINE ELEMENTARY				210184276			1414 1/2 E Sunrise Dr; Stillwater, OK 74075-6924					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		193	201	151	60	16	34	13	14	17	38	108	219	1064
7865	OGT-OKC	STILLWATER PS HIGHLAND PARK ELEMENTARY				213116894			400 S Drury Rd; Stillwater, OK 74074					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		123	139	74	42	16	4	4	13	15	32	71	122	655
8067	OGT-OKC	STILLWATER PUBLIC SCHOOLS				213156385			5021 N Perkins Rd; Stillwater, OK 74075-1706					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		439	475	345	152	34	10	3	2	4	114	352	486	2416

Estimated Monthly Usage is for informational purposes and based on historical consumption as represented by Buyer's Local Distribution Company or upon information supplied by Buyer.

EXHIBIT B
Seller Addresses and Contacts

This Exhibit B to the Gas Sales Agreement between **Clearwater Enterprises, L.L.C.** ("Seller") and **Stillwater Public Schools** ("Buyer"), dated July 1, 2020, is for all purposes made a part of said Agreement.

Main Address:

	Clearwater Enterprises, L.L.C.
Address:	5637 N. Classen Blvd.
	Oklahoma City, OK 73118
Phone: (405) 842-9200	Fax: (405) 842-9213

Gas Supply Representative:

Attn:	Regina Fort
Phone: (405) 842-9200 x201	Fax: (405) 842-9213
Email:	rfort@clearwaterenterprises.net

Contractual Notices & Correspondence:

Attn:	Jennifer Rodriguez
Address:	Same as Main
Phone: (405) 842-9200 x217	Fax: (405) 842-9213
Email:	jrodriguez@clearwaterenterprises.net

Invoices:

Attn:	Jeff Geis
Address:	Same as Main
Phone: (405) 842-9200 x208	Fax: (405) 418-0129
Email:	jgeis@clearwaterenterprises.net

Payments:

Attn:	Jeff Geis
Phone: (405) 842-9200 x208	Fax: (405) 418-0129
Email:	jgeis@clearwaterenterprises.net

Payment by Wire:

Bank:	International Bank of Commerce
	1200 San Bernardo St.; Laredo, TX 78040
ABA:	114902528
Account No.:	1601012268
For the Account of:	Clearwater Enterprises, L.L.C.
Reference:	Oklahoma Account

Payment by ACH:

Bank:	International Bank of Commerce
	Oklahoma City, OK
ABA:	303072793
Account No.:	1601012268
For the Account of:	Clearwater Enterprises, L.L.C.

Payment by Check:

Clearwater Enterprises, L.L.C.
Section# 3109
P.O. Box 659506
San Antonio, TX 78265-9506

EXHIBIT C
Buyer Addresses and Contacts

This Exhibit C to the Gas Sales Agreement between **Clearwater Enterprises, L.L.C.** ("Seller") and **Stillwater Public Schools** ("Buyer"), dated July 1, 2020, is for all purposes made a part of said Agreement.

Buyer
Main Address:

	Stillwater Public Schools
Address:	314 S Lewis Street
	Stillwater, OK 74074
Phone:	405-553-6300
Fax:	405-533-6311

Marketing Representative:

Attn:	Mark Moore
Phone:	405-553-6300
Fax:	405-533-6311
Email:	mmoore@stillwaterschools.com

Contractual Notices & Correspondence:

Attn:	Mark Moore
Address:	314 S Lewis Street
	Stillwater, OK 74074
Phone:	405-553-6300
Fax:	405-533-6311
Email:	mmoore@stillwaterschools.com

Invoices and Payments:

Attn:	Accounts Payable - Dian Porter
Address:	314 S Lewis Street
	Stillwater, OK 74074
Phone:	405-533-6300
Fax:	405-533-6311
Email:	d_porter@stillwaterschools.com

BEVERAGE PROVIDER AGREEMENT

This agreement (the "**Agreement**") is made by and between Coca-Cola Southwest Beverages LLC, a Delaware limited liability company (**"Beverage Provider"**), and the Independent School District No. 16 of Payne County, Oklahoma, a/k/a Stillwater Public Schools having its principal place of business at 314 S Lewis Ave Stillwater, OK 74074 (**"District"**).

WITNESSETH:

WHEREAS, Beverage Provider is dedicated to being responsive to local school needs and to improving the communities in which it does business, including by supporting youth development and education, and District has requested a variety of beverages for the use of students, faculty and staff;

WHEREAS, District is vested with the appropriate authority and wishes to grant to Beverage Provider the exclusive beverage availability rights described herein with respect to all schools in the Stillwater Public School District ("Schools") and with respect to all other facilities owned or operated by the District.

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto agree as follows:

1. Definitions.

(a) "Agreement Year" means each twelve-month period beginning with the first day of the Term.

(b) "Approved Cups" means disposable cups approved by Beverage Provider from time to time as its standard trademark cups and/or vessels and/or other (disposable and non-disposable) containers approved by Beverage Provider from time to time, all of which shall prominently bear the trademark(s) of Products (as herein defined) on all of the cup surface.

(c) "Beverages" means all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients, OR (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, K-Cups® pods and all other beverage bases from which Beverages can be made, and brands and products of water purification and beverage making systems (e.g. Brita®, Soda Stream®, Keurig®) are deemed to be included in this definition. For the avoidance of doubt, "flavor enhancers", "liquid water enhancers", and non-alcoholic beverages sold as "shots" or "supplements" are considered Beverages. "Beverage" or "Beverages" shall not include fresh-brewed unbranded coffee and fresh-brewed unbranded tea products, unflavored dairy products, water drawn from the public water supply or unbranded juice squeezed fresh on the Campus.

(d) "Campus" means the entire premises of each and every School and facility owned or operated by District either now or in the future, including without limitation, all elementary, middle, high, post-secondary and alternative schools, athletic facilities, offices, maintenance facilities, and including for each such location, the grounds, parking lots, all buildings which are a part of the location, all cafeterias, faculty and staff lounges, dining facilities, branded and unbranded food service outlets, concession stands, press rooms, skyboxes, stadium suites, vending locations, and players' benches, sidelines and locker rooms. The defined terms "Schools" and "Stadium" are included within the collective term "Campus."

(e) "Competitive Products" means any and all Beverages other than Products (as defined herein).

(f) "Concessionaire" means any third party providing services under contract with District on Campus or to Team that directly or indirectly relates to the service of Beverages.

(g) "Products" shall mean Beverage products purchased directly from Beverage Provider or sold through vending machines owned and stocked by Beverage Provider.

(h) "Stadium" shall mean the Stillwater High School Football Stadium, which is located at 1224 N Husband St, Stillwater, OK 74075 and all other stadiums within the Campus including, but not limited to, the grounds, parking lots, all buildings which are part of the Stadium, all concession stands, dining facilities, branded and unbranded food service outlets, press rooms, sky boxes, stadium suites, vending and players' benches, sidelines and locker rooms.

(i) "Team" or "Team(s)" means all interscholastic athletic teams associated with District.

2. Term.

Beverage Provider shall have the rights provided herein for an initial term of one (1) year, beginning July 1, 2019 ("Initial Term"), unless terminated sooner as provided herein, with the ability of the parties to extend for four (4) additional one (1) year terms if mutually agreed to by written agreement of the parties (each, an "Extension Term"). The Initial Term and the Extension Term shall be collectively referred to as the ("Term").

3. Consideration.

In order to advance the educational mission of the District, to benefit the District, its students and educators, to support school wellness efforts and in exchange for the rights granted to Beverage Provider hereunder, Beverage Provider agrees to provide the following funding, programs and other support described below. The parties intend that the use of funding will be focused on some or all of the following:

- Academic enrichment and scholarships
- Improvement of technology at the Schools
- Additional or improved educational materials
- School and Campus improvements
- Student extra-curricular activities
- Educator and Student reward and recognition programs
- Physical fitness and nutrition education programs
- Teaching kids to consume a balanced diet and be physically active

(a) Sponsorship Funding. Beverage Provider agrees to pay District Three Thousand Dollars ($3,000) for the Initial and each Extension Term, as applicable (the **"Sponsorship Funding"**). The Sponsorship Funding for the Initial Term will be in one installment of Three Thousand Dollars ($3,000) which shall be payable within sixty (60) days following the date that this Agreement is fully executed. For each Extension Term, as applicable, the Sponsorship Funding shall be in one installment of Three Thousand Dollars ($3,000) and shall be paid within sixty (60) days following the start of such Extension Term. The Sponsorship Funding shall be deemed earned evenly on a monthly basis over each Agreement Year during the Term.

(b) Rebates. Beverage Provider will pay District a rebate of Two Dollars ($2.00) for each standard physical case of 20 oz. Sparkling CSD and 20 oz. Powerade Products purchased and paid for by

District for sale on the Campus during the Initial Term and any Extension Term, as applicable ("Rebates"). The Rebates shall be paid annually, in arrears, within sixty (60) days after the end of each applicable Agreement Year in which the Rebate was earned and will be based on Beverage Provider's case sales records. Rebates shall not be earned for sales of Products through Beverage Provider's full service vending machines.

(c) Commissions. Beverage Provider shall pay the District commissions on full-service Beverage vending sales based on the following rates and initial vend prices:

Product	Vend Price	Commission Rate
20 oz. Carbonated Sparkling bottles	$1.50	15%
20 oz. Dasani Water	$1.50	15%
18.5 oz. Gold Peak Tea	$2.00	10%

Commissions are paid based upon cash collected, after deducting legally imposed taxes, deposits, recycling fees, other handling fees, communication charges and credit and debit card fees, if any.

Commissions shall not be payable on any sales from vending machines not filled or serviced by Beverage Provider. Vend prices and packages shall be in effect for the current Agreement Year. Beverage Provider may adjust the vend prices on an annual basis as necessary to reflect changes in its costs, including cost of goods. If the parties agree to extend the Agreement beyond the Initial Term, there will be a twenty-five cent ($.25) Vend Rate increase at the beginning of Agreement Year 3 and 5. Commissions will be paid in arrears, on or about the 20th of each month with an accounting of all sales and monies.

(d) Other Consideration: Beverage Provider shall provide the following to the District:

(i) Powerade Equipment - During the Initial Term and any Extension Term, as applicable, Beverage Provider shall provide District with athletic equipment, which may include, but not be limited to, coolers, squeeze bottles and towels. The approximate annual retail value of athletic equipment will not exceed Two Thousand Dollars ($2,000.00) in retail value, as determined in good faith by Beverage Provider.

(ii) Complimentary Product. During the Initial Term and any Extension Term, as applicable, Beverage Provider shall provide District, upon District's request, with up to One Hundred (100) standard physical cases of 12oz sparkling can or .5lt Dasani Product of Beverage Provider's choosing. In the event District does not request all complimentary Product by the end of the Initial Term or the then Extension Term, as applicable, any remaining complimentary Product shall be retained by Beverage Provider with no further obligation to District.

4. Grant of Beverage Availability and Beverage Merchandising Rights.

District hereby grants to Beverage Provider the following exclusive Beverage availability and merchandising rights.

(a) Beverage Availability on Campus. Beverage Provider shall have the exclusive right to make Beverages available for sale and distribution on Campus although Beverage Provider agrees this Agreement shall not apply to District's in-house child nutrition program in relation to the cafeteria-style food service lines provided to students throughout each school day. District agrees that Products shall be the exclusive Beverages sold, dispensed, served or sampled at all locations and at all functions on the Campus. District agrees that District and all other persons serving Beverages on Campus, including without limitation Concessionaires, food service vendors, teams, and booster clubs, shall purchase all (100%) of

their requirements for Products, Approved Cups and carbon dioxide from Beverage Provider. In particular, District shall cause each School administration to do the following:

(i) Offer a selection of Beverage Provider's Products to comply with the following standard Beverage guidelines (the "Guidelines") at the Schools indicated below:

First, the Standards:

Elementary:

- bottled water, including carbonated (no size limit)
- low-fat unflavored milk and non-fat milk (including flavored) and milk alternatives (8 oz or less)
- 100% juice, including diluted with water (with or without carbonation) and no added sweeteners (9 fl oz or less)
- No caffeine, except for trace amounts of naturally occurring.

Middle:

- same as elementary, except serving sizes for milk and 100% juice/diluted juice increase to 12 ounces
- No caffeine, except for trace amounts of naturally occurring.

High:

- plain bottled water, including carbonated (no size limited)
- low-fat unflavored milk and non-fat milk (including flavored) and milk alternatives (12 fl oz or less)
- 100% juice, including diluted with water (with or without carbonation) and no added sweeteners (12 fl oz or less)
- Diet beverages up to 20 fl oz (defined as those that are labeled to contain less than 5 calories per 8 fl oz, or less than or equal to 10 calories per 20 fl oz)
- Mid-calorie beverages that are 40 calories or less per 8 fl oz, capped at 60 calories in a 12 fl oz portion size
- Caffeine Permitted

Products offered at the Schools in compliance with the Guidelines shown above shall be available during the regular and extended school day and at all locations in the Schools, except where not permitted by federal or state regulations. The extended school day includes, but is not limited to, activities such as clubs, athletic practices, yearbook, band and choir practice, student government, drama, and childcare/latchkey programs. District represents and warrants that it will comply with current federal and state regulations regarding the sale of Beverages in Schools at least in accordance with the above Guidelines;

(ii) Obtain Beverage vending services from Beverage Provider, which shall have the exclusive right to provide Beverage vending on Campus;

(iii) Permit Beverage Provider to place a minimum of Twelve (12) Beverage vending machines and Eleven (11) Coolers in mutually agreed upon locations as required to meet Beverage availability needs on Campus;

(v) In the event District ever decides to place vending in the athletic facilities operated by the District, permit Beverage Provider to place vending machines in all athletic facilities operated by the District, including the Stadium;

(iv) Except as otherwise limited by this Agreement, cause Products to be hawked in stands in Approved Cups and plastic bottles at all sporting events and during all events when any items of any make or description are hawked on the Campus.

(b) Beverage Merchandising Rights. Beverage Provider shall have the exclusive right to merchandise Beverages on Campus including the following specific rights:

(i) Trademarks for Products shall be prominently listed on the menu boards of all food refreshment outlets on Campus;

(ii) District shall ensure that all post-mix Beverages served or pre-mix Beverages served, sold or dispensed at concessions and for Team use (including Beverages sold, served or made available in locker rooms, sidelines and players' benches) shall be served in Approved Cups.

5. Signage for Products.

Beverage Provider shall be entitled to signage locations as mutually agreed between District and Beverage Provider at the Schools and athletic facilities. Such signage shall meet Beverage Provider's reasonable specifications as to design, construction, and general appearance. The location, size and appearance and promotional message of any sign are subject to District approval, not to be unreasonably withheld. Without the express written consent of Beverage Provider, Beverage Provider's signage on the Campus shall not be altered, obscured in any way or draped at any time or for any reason by any person or entity, including any broadcaster. All lighted signs and panels promoting Products (including lighted concession advertising) shall be fully illuminated at all events on the Campus for which any signs are illuminated. Beverage Provider shall have the right of access to its permanent signage at all reasonable times for the purpose of replacement or removal of the same or to modify, change or alter the promotional messages appearing thereon at Beverage Provider's cost and discretion, subject to District approval of content, not to be unreasonably withheld.

6. Competitive Products. During the entire Term and any renewal or extension thereof:

(a) No Competitive Products may be sold, dispensed or served anywhere on the Campus.

(b) No permanent or temporary advertising, signage or trademark visibility for Competitive Products will be displayed or permitted anywhere on the Campus, including locker rooms, sidelines and players benches.

(c) No agreement or relationship will be entered into or maintained by District pursuant to which Competitive Products are associated in any manner with the Campus, Schools, Stadium, Teams and/or events at the Stadium in any advertising, promotional activity or other endeavor which creates or tends to create the impression of a relationship or connection between Competitive Products and Campus, Schools, Stadium, Teams and/or events at the Stadium.

(d) Nothing in this Agreement shall limit the ability of any District employee, student or other individual to possess or to have Competitive Products for his/her personal consumption or to share a limited amount of Competitive Product (i.e., less than ten (10) cases) at no cost at any single small group event on Campus or in employee and faculty lounges, provided that there are no accompanying promotional efforts of any sort for the shared Competitive Products.

7. Pricing. During the Initial Term, Beverage Provider agrees to offer District trade letter pricing as set forth in **Exhibit A**. Such prices shall remain in effect until June 30th, 2020. Thereafter, such prices will be subject to an annual increase of no more than Four percent (4%) over the previous Agreement Year's price, except in the event of an increase of a component of Beverage Provider's cost of goods, manufacture or delivery or increases in taxes, deposits and other government related fees, in which case Beverage Provider may increase prices to cover such increased costs. Annual price increases shall occur automatically on July 1st.

8. Concessionaires. If, during the Term, District elects to contract with a Concessionaire, District will cause Concessionaire to purchase from Beverage Provider all requirements for Products, Approved Cups, lids and carbon dioxide, as applicable. Such purchases will be made at prices and on terms set forth in Beverage Provider's existing agreement with such Concessionaire, if any. If no agreement exists between Concessionaire and Beverage Provider, such purchases will be made at prices and on terms set forth in this Agreement. District acknowledges that there will be no duplication of allowances, funding or benefits (including pricing) to District or a Concessionaire if such Concessionaire has an existing agreement with Beverage Provider. If such Concessionaire requires Beverage Provider to pay Concessionaire funding or to provide Products pursuant to prices under the separate agreement with Concessionaire, then District agrees that Beverage Provider may deduct such duplicate funding and lost margin on such lower cost Products paid or sold to Concessionaire from any payment made by Beverage Provider to District.

9. Equipment and Service.

(a) During the Term, Beverage Provider will loan to District all Beverage dispensing equipment ("**Equipment**") which is reasonably required in Beverage Provider's discretion to dispense Products at the Campus. District represents and warrants that electrical service on the Campus is proper and adequate for the installation of Equipment, and District agrees, to the extent permitted by law, to indemnify and hold harmless Beverage Provider from any damages arising out of defective electrical services.

(b) District agrees (i) it will execute documents evidencing Beverage Provider's ownership of the Equipment, (ii) upon request of Beverage Provider, District will execute Beverage Provider's Equipment Placement Agreement ("BPEPA"), however, if any of the terms of the BPEPA are in conflict with the terms of this Agreement, this Agreement will control, (iii) the Equipment may not be removed from the Campus without Beverage Provider's written consent, (iv) District will not encumber the Equipment in any manner or permit any attachment thereto except as authorized by Beverage Provider for the Equipment, and (v) District will be responsible to Beverage Provider for any loss or damage to the Equipment, reasonable wear and tear excepted.

(c) Beverage Provider will provide District with reasonable, free service to its Equipment. All equipment service will be provided during normal business hours. Beverage Provider shall not be obligated to provide service hereunder during periods in which it is prevented from doing so due to strikes, civil disturbances, unavailability of parts or other causes beyond the control of Beverage Provider. Beverage Provider shall not be liable for damages of any kind arising out of delays in rendering service.

10. Liquidated Damages. In the event of termination during any Agreement Year during the Term for any reason except for Beverage Provider's default, District agrees to pay liquidated damages to Beverage Provider in the amounts set forth on **Exhibit B** and not to claim that any of the amounts in **Exhibit B** constitute a penalty and, to pay pro rata costs of refurbishing and installing the Equipment. The parties further agree that, in the event of termination of the Agreement prior to the end of any Agreement Year

during the Term, the non-prevailing party will pay any costs of court, attorneys' fees or related expenses incurred by the prevailing party to enforce the terms of this Agreement.

11. Remedies for Loss of Rights.

(a) In addition to any other legal or equitable remedy, District will have the right to terminate this Agreement upon forty-five (45) days prior written notice to Beverage Provider at any time if:

(i) Beverage Provider fails to make any payment due under this Agreement, and if such default continues uncured for the forty-five day period referenced in this Section 11(a); or

(ii) Beverage Provider breaches any material term or condition of this Agreement, and if such breach continues uncured for the forty-five day period referenced in this Section 11(a).

(b) In addition to any other legal or equitable remedy, Beverage Provider will have the right to terminate this Agreement upon forty-five (45) days prior written notice to District at any time if:

(i) District breaches any material term or condition of this Agreement, and if such breach continues uncured for the forty-five day period referenced in this Section 12(b); or

(ii) District's right to convey the promotional and Beverage availability rights contained in this Agreement expire or are revoked; or

(iii) Any material component of the Campus is closed for a period of one hundred twenty (120) days or more.

(c) If any material component of the Campus is closed for more than thirty (30) consecutive days, but less than one hundred twenty (120) consecutive days, Beverage Provider may extend the Term for a corresponding period, whether or not such closure is due to a cause beyond the reasonable control of District.

(d) If (i) any of the rights granted to Beverage Provider herein are materially restricted or limited during the Term or (ii) if there is a closing of any material component of the Campus, or (iii) a Team fails to play all of its scheduled home games on the Campus for a period of more than thirty (30) consecutive days during its scheduled season, (iv) the Schools' enrollment declines below 95% or the standard school year is shortened; or (v) government or other regulation limits or prohibits the availability of Beverages as outlined in Section 4; (whether or not due to a cause beyond the reasonable control of District including a strike or other work stoppage), then in addition to any other remedies available to Beverage Provider, Beverage Provider may elect, at its option to adjust the Sponsorship Funding to be paid to District for the then remaining portion of the Term (and District shall pay to Beverage Provider as required by **Exhibit B** and a pro rata refund of the costs of refurbishing and installing the Equipment), or to extend the Term of this Agreement, to reflect the diminution of the value of rights granted hereunder to Beverage Provider. In the event Beverage Provider elects to exercise its right to such adjustment and refund, District may, at its option, within ten (10) days following receipt of notice of any adjustment, notify Beverage Provider of its disagreement with the amount of the adjustment. The parties will then attempt in good faith to resolve the disagreement over such adjustment. If the parties cannot, after good faith negotiations, resolve the matter, Beverage Provider may terminate the Agreement upon sixty (60) days' prior written notice to the District.

(e) Beverage Provider shall have the right to withhold and not pay further Sponsorship Funding or any other amounts which may become payable to District pursuant to this Agreement if: (i) District has failed to perform its obligations hereunder, (ii) Beverage Provider's rights hereunder have been lost, limited or restricted, or (iii) there exists a bona fide dispute between the parties.

12. Notices. Any notices or other communication hereunder shall be in writing, shall be sent via registered or certified mail, and shall be deemed given when received.

If to Beverage Provider:

Coca-Cola Southwest Beverages LLC
600 North May Avenue
Oklahoma City, Oklahoma 73107
Attention: Sales Center Manager

with a copy to:

Coca-Cola Southwest Beverages LLC
14185 Dallas Parkway
Suite 1300
Dallas, TX 75254
Attention: General Counsel

If to District:

Stillwater Public School District
314 S. Lewis Avenue
Stillwater, OK 74074
Attention: Superintendent

13. Risk of Loss. The District shall not be liable for damage to or destruction of the Equipment, vending machines or the contents of the vending machines including, but not limited to, vandalism, except to the extent such damage or destruction is caused by the acts or negligence of District or its employees. Beverage Provider will carry property damage insurance sufficient to cover losses to its property located on District premises. Beverage Provider may, in its sole discretion, elect to remove replace or relocate to another location any vending machines which have been subjected to acts of vandalism.

14. Insurance. Beverage Provider shall maintain a) Commercial General Liability in an amount no less than $1,000,000 each occurrence, $2,000,000 general aggregate and $2,000,000 products/completed operations aggregate; b) Commercial Automobile Liability in an amount no less than $2,000,000 combined single limit; and c) Workers' Compensation with statutory limits and Employers Liability in an amount no less than $1,000,000 each accident, $1,000,000 each employee for disease, and $1,000,000 policy limit for disease. The Commercial General Liability and Commercial Automobile Liability policies shall include the District as an additional insured.

15. Indemnity. In addition to liability insurance, and not in lieu thereof, Beverage Provider does hereby agree to indemnify and hold District harmless from any and all claims, demands and causes of action to the extent arising from Beverage Provider's operation of the vending Equipment upon District's campus with the understanding that the obligations set forth above shall not apply to the extent caused by the acts, omissions, or negligence of the District or its employees.

16. Employee Criminal Convictions. Beverage Provider will not permit any employee to work on District premises during normal District hours if the employee has been convicted of any offense for which the employee is required to register under the Sex Offender's Registration Act or the Mary Rippy Violent Crime Offenders Registration Act or of any felony offense unless 10 years have elapsed since the date of the criminal conviction or the employee has received a presidential or gubernatorial pardon for the criminal

offense. Beverage Provider agrees to execute and deliver, upon request of the District, statements of compliance declaring that no employee working on District premises is in violation of the provisions of this section. Beverage Provider's conviction of a violation of OKLA. STAT. tit. 57, § 589 will constitute grounds for immediate termination of this Agreement pursuant to the provisions of Section 11(a).

17. Removal of Machines Upon Termination. Upon termination of this Agreement for any reason, Beverage Provider is granted a right of access to District premises in order to remove its Equipment. Such removal shall take place within sixty (60) days after termination and Beverage Provider will repair and restore any damage to District property resulting from the installation, maintenance or removal of its Equipment caused by Beverage Provider.

TERMS AND CONDITIONS

Representations, Warranties and Covenants

(a) Representations, Warranties and Covenants of District. District represents, warrants and covenants to Beverage Provider as follows:

(i) District Authority. District has full power and authority to enter into this Agreement and to grant and convey to Beverage Provider the rights set forth herein.

(ii) District Binding Obligation. All necessary approvals for the execution, delivery and performance of this Agreement by District have been obtained, and this Agreement has been duly executed and delivered by District and constitutes the legal and binding obligation of District enforceable in accordance with its terms.

(iii) No Conflict With Other Agreements. District has not entered into, and during the Term of this Agreement, will not enter into (a) any other agreements (including agreements with any broadcaster or any other Beverage providers of the Campus, Schools, Stadium and/or the Teams) which would prevent it from fully complying with the provisions of this Agreement or (b) any agreement granting Beverage availability and merchandising that are inconsistent with the rights granted to Beverage Provider pursuant to this Agreement, including any agreements with Concessionaires or third party food service operators, vending companies, boosters, parents and student groups, and/or other entities which sell, distribute or advertise Beverages and/or food (including agreements with broadcasters or other Beverage Providers of the Campus, Schools, Stadium and/or the Teams). District further covenants that it will require compliance with the relevant provisions of this Agreement by third party food service operators, vending companies, Concessionaires, boosters, parent and student groups, and/or other entities which sell, distribute or advertise Beverages and/or food on the Campus, or which sponsor events on the Campus.

(b) Representations and Warranties and Covenants of Beverage Provider. Beverage Provider hereby represents, warrants and covenants as follows:

(i) Authority. Beverage Provider has full power and authority to enter into and perform this Agreement.

(ii) Binding Agreement. All necessary approvals for the execution, delivery and performance of this Agreement by Beverage Provider, have been obtained, and this Agreement has been duly executed and delivered by Beverage Provider, and constitutes the legal and binding obligation of Beverage Provider, enforceable in accordance with its terms.

(iii) No Conflict With Other Agreements. Beverage Provider has not entered into and during the Term of this Agreement, will not enter into, any other agreements which would prevent it from fully complying with the provisions of this Agreement.

(c) General. Each of the parties hereto agree that the representations, warranties and covenants contained herein shall survive the execution and delivery, and if appropriate the termination, of this Agreement.

Assignment. District may not assign this Agreement without the prior written consent of Beverage Provider. Beverage Provider may assign all or part of its rights and obligations under this Agreement to any licensed bottler of The Coca-Cola Company ("Company"), Company or any of Company's subsidiaries.

Claims. In no event will Beverage Provider accept any audits of, or claims of discrepancies or errors in, pricing, rebates, commissions, funding, discounts, or other consideration provided under this Agreement ("Claims") more than one (1) year from the date of invoice or the date of funding or consideration, as applicable. In order to present Claims within forty-five (45) days of the date of invoice, commission report, check or other applicable documentation, District shall provide Beverage Provider a detailed, written request specifying the particular price, commission, funding, product, amount in dispute and reason for dispute, along with a true copy of the original invoice, commission report, check or other applicable documentation. In order to present Claims later than forty-five (45) days from the date of invoice (but not more than one (1) year from the date of invoice), District shall provide to the Beverage Provider a request as specified above, and, in addition, submit true copies of any check remittances and any other relevant documentation showing proof of Claim. Beverage Provider will review each Claim in good faith and provide responses to each properly-made Claim. Beverage Provider will work directly with the District to resolve any Claims or audit issues, but will not interact with third-party auditors or contractors. Any audits requested by District shall take place during normal business hours and shall be conducted at Beverage Provider's place of business.

Modifications. No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and executed by each of the parties hereto. This Agreement may be amended only in writing signed by each of the parties hereto.

Relationship of Parties. The parties are acting herein as independent contractors and independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect.

Retention of Rights. District shall not obtain, by this Agreement, any right, title or interest in the trademarks of The Coca-Cola Company, nor shall this Agreement give District the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of The Coca-Cola Company.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

Applicable Law. Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approvals required in order to fully perform it obligations hereunder.

Jury Waiver. **EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE.**

Captions. The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provisions set forth herein.

Entire Agreement. This Agreement shall constitute the complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, Agreements, promises or statements, either oral or written, by and between either party.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date last below written.

Beverage Provider:

By: Kimberly Adler

Printed Name: Kimberly Adler

Title: Sales & Operations Director

Date: 6-18-2020

District:

By: [signature]

Printed Name: R.E. Gradmon, IV

Title: Pres., BOE.

Date: 6.9.2020

INDEPENDENT SCHOOL DIST. NO. 16 OFFICIAL SEAL PAYNE COUNTY, OKLA.

EXHIBIT A

Pricing Schedule*

Package	Price per case
20 ounce Carbonated Sparkling Bottles	$ 27.00
16 ounce Body Armor	$ 17.50 (12pk)
16.9 ounce Dasani Water	$ 10.00
20 ounce PowerAde	$ 25.00
18.5 ounce Gold Peak Tea	$ 14.50 (12pk)

*All prices are per standard physical case and exclusive of taxes, deposits, handling fees and recycling fees.

EXHIBIT B

In the event of termination during any Agreement Year of the Term, District shall pay the following to Beverage Provider, as liquidated damages and not as a penalty:

Month in which termination occurs during any Agreement Year	Amount due Beverage Provider
first month of any Agreement Year	$3,000
second month	$2,750
third month	$2,500
fourth month	$2,250
fifth month	$2,000
sixth month	$1,750
seventh month	$1,500
eighth month	$1,250
Ninth month	$1,000
Tenth month	$750
eleventh month	$500
twelfth month	$250

These figures assume that the Agreement Year payment has been made for the Agreement Year in question. If no payment has been made, nothing shall be payable to Beverage Provider pursuant to this Exhibit B.

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FINALSITE

Customer: Stillwater School District 16
Created By: Filomena Lucia
New Contract
2/1/2023
Proposal Valid for 30 days

FINALSITE ORDER

This Finalsite Order (the "**Order**") is entered into by and between Active Internet Technologies, dba Finalsite ("**Finalsite**") and Stillwater School District 16 ("Customer") and sets forth the terms of Customer's use of the products and services set forth below ("**Pricing Summary**"). This Order, together with the Master Terms and Conditions for Services (the "**Master Terms**") located at http://www.finalsite.com/masterterms/useducationagencies and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The "**Effective Date**" of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Pricing Summary

Creative and Deployment Services Package
Blackboard WCM Composer Upgrade The Statement of Work ('SOW') for this Creative Services Package can be reviewed here https://www.finalsite.com/sow-wcm-conv

Composer CMS Platform
Core Communications Platform - Blackboard WCM Conversion View a detailed description of what's included in your software package here https://www.finalsite.com/wcm-conv-pkg

Products Included in Communications Core Platform - Blackboard WCM Conversion	
Finalsite Composer Content Management System	Forms Manager (40 forms pooled)
Admin Users. Editors (30)	Granular Permissions
Admins with ticketing rights (10)	HTTPS Implementation
Bandwidth (14 GB)	Knowledge Base and Product Training Resources
Basic Integrated Site Search	Mobile Friendly, Responsive Designs
Calendar Manager	News / Blogs via Posts (40 boards pooled)
Website cloud storage / 140 GB /mo	Page Based Notifications (Unlimited)
Comprehensive Training Program	Published Pages (Unlimited)
Content Migration for Tiers 1, 2, 3	Resources (Media, Galleries, Document Library)
District Site and 9 Additional Sites	Secure Hosting & CDN
Drag - and - Drop Page Elements	Single Sign-On
Faculty / Staff Directory (public facing)	Social Media Feeds for Districts - Embeds
Faculty / Staff Portal	Standard Support Plan

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FINALSITE

Customer: Stillwater School District 16
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Additional Products or Services Purchased:

Web Community Manager	
WCM-ESSN	WCM-ESSN

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FINALSITE

Customer: Stillwater School District 16
Created By: Filomena Lucia
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Services: Initial Term and Fees:
The initial term of this Order is for the (5) year period beginning from the Effective Date, unless otherwise outlined in the schedule below (the "Initial Term").

Fees for the Initial Term for the Services specified in the table above are set forth below:

Total Setup Cost (USD)
$ 0

Schedule	Amount
Period 1 - Jul 01 2023	$ 2,000
Period 2 - Jul 01 2024	$ 2,200
Period 3 - Jul 01 2025	$ 2,400
Period 4 - Jul 01 2026	$ 2,600
Period 5 - Jul 01 2027	$ 2,800

FINALSITE

Customer: Stillwater School District 16
Created By: Filomena Lucia
New Contract
2/1/2023
Proposal Valid for 30 days

B. Payment Terms

1. **All fees for the initial year of this Order shall be due as follows: (i) Set Up fees shall be invoiced on the Effective Date of this Order and shall be due and payable upon receipt of invoice; (ii) fees for Year 1 (described in the fee table above) shall be invoiced on the Effective Date of this Order or the first day of Year 1, whichever is later, and shall be due and payable upon receipt of invoice; (iii) fees for each subsequent Year of the Initial Term, and for each Renewal Term, shall be invoiced on the commencement of such Year or Renewal Term (as applicable) and shall be due and payable upon receipt of invoice. Fees for any other Services, and for reimbursable expenses, shall be invoiced in accordance with the Master Terms or this Order and shall be due and payable upon receipt of invoice.**
2. **Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (5) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides AIT, or AIT provides Client, with a written notice to the contrary ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable.**
3. **Unless otherwise specified, all dollars ($) are United States currency.**
4. **Sales/VAT Tax: If applicable, a copy of Customer's Sales/VAT Tax Direct Pay Certificate or its Sales/VAT Tax Exemption Certificate must be returned with this Order Form. Otherwise, Finalsite will invoice Customer for applicable sales, use and other transactional taxes due in connection with the Services or the fees due therefor.**
5. **Except as otherwise specified in this Order, fees are subject to increase in accordance with the applicable provisions of the Master Terms.**

By signing below, Finalsite and Customer each agree to the terms and conditions of this Order and the Master Terms.

Client	**Active Internet Technologies ("AIT")**
Stillwater School District 16	
Signature DocuSigned by: Uwe Gordon 023B4A5191084E6...	**Signature** DocuSigned by: Jim Calabrese 59DAB97691BB4F7...
Name (printed) Uwe Gordon	**Name (printed)** Jim Calabrese
Title (printed) Superintendent	**Title (printed)** Chief Financial Officer
Date 2/2/2023	**Date** 2/2/2023

DS UG **As the Customer Contact, by initialing in this box, I agree on behalf of Customer that I have read the Statement of Work ('SOW') and understand the expected deliverables for Finalsite as well as for Customer's project team. I understand that the project timeline is a good faith estimate which is dependent on, among other factors, Customer's ability to meet respective Customer tasks and deadlines.**

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FINALSITE

Customer: Stillwater School District 16
Created By: Filomena Lucia
New Contract
2/1/2023
Proposal Valid for 30 days

C. Client Contact Information

Please fill out the following information, which will be used by our deployment & accounting teams.

Billing Contact
Michael Arnold
Title
CFO
Address
5021 N Perkins Rd
City, State Zip
Stillwater, OK 74075
Phone
405-533-6300
Email
marnold@stillwaterschools.com

Project Contact
Barry Fuxa
Title
Communications Coordinator
Phone
405-533-6300
Email
bfuxa@stillwaterschools.com

***Executive Sponsor (Superintendent, Head of School, CFO, etc.)**
Uwe Gordon
Title
Superintendent
Email
ugordon@stillwaterschools.com

*The Executive Sponsor should be separate from the Project Contact and is typically the Superintendent, Head of School, Business Manager, CFO, etc.

Form No. 148(f); Revised 2/12/19

AGREEMENT FOR
ARBITRAGE REBATE COMPLIANCE SERVICES
BETWEEN
INDEPENDENT SCHOOL DISTRICT NUMBER 16, PAYNE COUNTY, OKLAHOMA
(STILLWATER BOARD OF EDUCATION)
(Hereinafter Referred to as the "Issuer")
AND
HILLTOP SECURITIES ASSET MANAGEMENT, LLC
(Hereinafter Referred to as "HSAM")

It is understood and agreed that the Issuer, in connection with the sale and delivery of certain bonds, notes, certificates, or other tax-exempt obligations (the "***Obligations***"), will have the need to determine to what extent, if any, it will be required to rebate certain investment earnings (the amount of such rebate being referred to herein as the "***Arbitrage Amount***") from the proceeds of the Obligations to the United States of America pursuant to the provisions of Section 148(f)(2) of the Internal Revenue Code of 1986, as amended (the "***Code***"). For purposes of this Agreement, the term "Arbitrage Amount" includes payments made under the election to pay penalty in lieu of rebate for a qualified construction issue under Section 148(f)(4) of the Code.

We are pleased to submit the following proposal for consideration; and if the proposal is accepted by the Issuer, it shall become the agreement (the "***Agreement***") between the Issuer and HSAM effective at the date of its acceptance as provided for herein below.

1. This Agreement shall apply to all issues of tax-exempt Obligations delivered subsequent to the effective date of the rebate requirements under the Code, except for (i) issues which qualify for exceptions to the rebate requirements in accordance with Section 148 of the Code and related Treasury regulations, or (ii) issues excluded by the Issuer in writing in accordance with the further provisions hereof, (iii) new issues effected in a fashion whereby HSAM is unaware of the existence of such issue, (iv) issues in which, for reasons outside the control of HSAM, HSAM is unable to procure the necessary information required to perform such services.

Covenants of Hilltop Securities Asset Management

2. We agree to provide our professional services in determining the Arbitrage Amount with regard to the Obligations. The Issuer will assume and pay the fee of HSAM as such fee is set out in Appendix A attached hereto. HSAM shall not be responsible for any extraordinary expenses incurred on behalf of Issuer in connection with providing such professional services, including any costs incident to litigation, mandamus action, test case or other similar legal actions.

3. We agree to perform the following duties in connection with providing arbitrage rebate compliance services:

   a. To cooperate fully with the Issuer in reviewing the schedule of investments made by the Issuer with (i) proceeds from the Obligations, and (ii) proceeds of other funds of the Issuer which, under Treasury Regulations Section 1.148, or any successor regulations thereto, are subject to the rebate requirements of the Code;

   b. To perform, or cause to be performed, consistent with the Code and the regulations promulgated thereunder, calculations to determine the Arbitrage Amount under Section 148(f)(2) of the Code; and

   c. To provide a report to the Issuer specifying the Arbitrage Amount based upon the investment schedule, the calculations of bond yield and investment yield, and other information deemed relevant by HSAM. In undertaking to provide the services set forth in paragraph 2 and this paragraph 3, HSAM does not assume any responsibility for any record retention requirements which the Issuer may have under the Code or other applicable laws, it being understood that the Issuer shall remain responsible for compliance with any such record retention requirements. HSAM shall maintain Issuer records and work product pursuant to its own internal document retention policy.

Covenants of the Issuer

4. In connection with the performance of the aforesaid duties, the Issuer agrees to the following:

   a. The fees due to HSAM in providing arbitrage rebate compliance services shall be calculated in accordance with Appendix A attached hereto. The fees will be payable upon delivery of the report prepared by HSAM for each issue of Obligations during the term of this Agreement.

   b. The Issuer will provide HSAM all information regarding the issuance of the Obligations and the investment of the proceeds therefrom, and any other information necessary in connection with calculating the Arbitrage Amount. HSAM will rely on the information supplied by the Issuer without inquiry, it being understood that HSAM will not conduct an audit or take any other steps to verify the accuracy or authenticity of the information provided by the Issuer.

   c. The Issuer will notify HSAM in writing of the retirement, prior to the scheduled maturity, of any Obligations included under the scope of this Agreement within 30 days of such retirement. This notification is required to provide sufficient time to comply with Treasury Regulations Section 1.148-3(g) which requires final payment of any Arbitrage Amount within 60 days of the final retirement of the Obligations. In the event the Issuer fails to notify HSAM in a timely manner as provided hereinabove, HSAM shall have no further obligation or responsibility to provide any services under this Agreement with respect to such retired Obligations.

5. In providing the services set forth in this Agreement, it is agreed that HSAM shall not incur any liability for any error of judgment made in good faith by a responsible officer or officers thereof and, except to the limited extent set forth in this paragraph, shall not incur any liability for any other errors or omissions, unless it shall be proved that such error or omission was a result of the gross negligence or willful misconduct of said officer or officers. In the event a payment is assessed by the Internal Revenue Service due to an error by HSAM, the Issuer will be responsible for paying the correct Arbitrage Amount and HSAM's liability shall not exceed the amount of any penalty or interest imposed on the Arbitrage Amount as a result of such error. Additionally, it is understood and agreed that HSAM shall incur no liability for any errors, omissions, or failure to make a timely payment in connection with any IRS Computation Date calculations occurring prior to the effective date of the Initial Agreement with the Issuer, even if the error is discovered after the date of HSAM's engagement.

Obligations Issued Subsequent to Initial Contract

6. The services contracted for under this Agreement will automatically extend to any additional Obligations (including financing lease obligations) issued during the term of this Agreement, if such Obligations are subject to the rebate requirements under Section 148(f)(2) of the Code. In connection with the issuance of additional Obligations, the Issuer agrees to the following:

   a. The Issuer will notify or cause the notification, in writing, to HSAM of any tax-exempt financing (including financing lease obligations) issued by the Issuer during any calendar year of this Agreement, and will provide HSAM with such information regarding such Obligations as HSAM may request in connection with its performance of the arbitrage rebate services contracted for hereunder. If such notice is not provided to HSAM with regard to a particular issue, HSAM shall have no obligation to provide any services hereunder with respect to such issue.

   b. At the option of the Issuer, any additional Obligations to be issued subsequent to the execution of this Agreement may be excluded from the services provided for herein. In order to exclude an issue, the Issuer must notify HSAM in writing of their intent to exclude any specific Obligations from the scope of this Agreement, which exclusion shall be permanent for the full life of the Obligations; and after receipt of such notice, HSAM shall have no obligation to provide any services under this Agreement with respect to such excluded Obligations.

Effective Date of Agreement

7. This Agreement shall become effective at the date of acceptance by the Issuer as set out herein below and remain in effect thereafter for a period of five (5) years from the date of acceptance, provided, however, that this Agreement may be terminated with or without cause by the Issuer or HSAM upon thirty (30) days prior written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to HSAM for services provided and extraordinary expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement expires or is terminated prior to the completion of its stated term, all records provided to HSAM with respect to the investment of monies by the Issuer shall be returned to the Issuer as soon as practicable following written request by Issuer, provided that such records have not been destroyed pursuant to HSAM's internal document retention policy. In addition, the parties hereto agree that, upon termination of this Agreement, HSAM shall have no continuing obligation to the Issuer regarding any arbitrage rebate related services contemplated herein, regardless of whether such services have previously been undertaken, completed or performed.

Acceptance of Agreement

8. This Agreement is submitted in duplicate originals. When accepted by the Issuer in accordance with the terms hereof, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Issuer and HSAM for the purposes and the consideration herein specified. In order for this Agreement to become effective, it must be accepted by the Issuer within sixty (60) days of the date appearing below the signature of HSAM's authorized representative hereon. After the expiration of such 60-day period, acceptance by the Issuer shall only become effective upon delivery of written acknowledgement and reaffirmation by HSAM that the terms and conditions set forth in this Agreement remain acceptable to HSAM.

Governing Law

9. This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to its principles of conflicts of laws.

Acceptance will be indicated on both copies and the return of one executed copy to Hilltop Securities Asset Management.

Respectfully submitted,

HILLTOP SECURITIES ASSET MANAGEMENT, LLC

By _____
J. Colby Jackson, Director

Date _____

ISSUER'S ACCEPTANCE CLAUSE

The above and foregoing is hereby in all things accepted and approved by

Stillwater Public Schools Board of Education, on this the 9th day of June, 2020.

By _____
Authorized Representative

Title President

Printed Name Robert E. Graalman, Jr.

INDEPENDENT SCHOOL DIST. NO. 16 OFFICIAL SEAL PAYNE COUNTY, OKLA.

146412-1

APPENDIX A - FEES

The Obligations to be covered initially under this contract include all issues of tax-exempt obligations delivered subsequent to the effective dates of the rebate requirements, under the Code, except as set forth in Section I of the Agreement.

The fee for any Obligations under this contract shall only be payable if a computation is required under Section 148(f)(2) of the Code. In the event that any of the Obligations fall within an exclusion to the computation requirement as defined by Section 148 of the Code or related regulations and no calculations were required by HSAM to make that determination, no fee will be charged for such issue. For example, certain obligations are excluded from the rebate computation requirement if the proceeds are spent within specific time periods. In the event a particular issue of Obligations fulfills the exclusion requirements of the Code or related regulations, the specified fee will be waived by HSAM if no calculations were required to make the determination.

HSAM's fee for arbitrage rebate services is based upon a fixed annual fee per issue. The annual fee is charged based upon the number of years that proceeds exist subject to rebate from the delivery date of the issue to the computation date.

HSAM's fees are payable upon delivery of the report. The first report will be made following one year from the date of delivery of the Obligations and on each computation date thereafter during the term of the Agreement. The fees for computations of the Arbitrage Amount which encompass more, or less, than one Computation Year shall be prorated to reflect the longer, or shorter, period of work performed during that period.

The fee for each of the Obligations included in this contract shall be based on the table below.

Description	Annual Fee
ANNUAL FEE	**$1,200**
COMPREHENSIVE ARBITRAGE COMPLIANCE SERVICES INCLUDE:	
• Commingled Funds Analysis & Calculations • Spending Exception Analysis & Calculations • Yield Restriction Analysis & Calculations (for yield restricted Project Funds, Reserve Funds, Escrow Funds, etc.) • Parity Reserve Fund Allocations • Transferred Proceeds Calculations • Universal Cap Calculations • Debt Service Fund Calculations (including earnings test when required) • Preparation of all Required IRS Paperwork for Making a Rebate Payment / Yield Reduction Payment • Retention of Records Provided for Arbitrage Computations • IRS Audit Assistance • Delivery of Rebate Calculations Each Year That Meets the Timing Requirements of the Audit Schedule • On-Site Meetings, as Appropriate, to Discuss Calculation Results / Subsequent Planning Items	**INCLUDED**
OTHER SERVICES AVAILABLE:	
IRS Refund Request – Update calculation, prepare refund request package, and assist issuer as necessary in responding to subsequent IRS Information Requests	**$750**

EXPLANATION OF TERMS:

a. **Computation Year:** A "Computation Year" represents a one year period from the delivery date of the issue to the date that is one calendar year after the delivery date, and each subsequent one-year period thereafter. Therefore, if a calculation is required that covers more than one "computation year," the annual fee is multiplied by the number of computation years contained in the calculation being performed. If a calculation includes a portion of a computation year, i.e., if the calculation includes 1 ½ computation years, then the base fee will be multiplied by 1.5.

b. **Electronic Data Submission:** The data should be provided electronically in MS Excel or ASCII text file (comma delimited text preferred) with the date, description, dollar amount, and an activity code (if not in debit and credit format) on the same line in the file.

c. **Variable/Floating Rate Bond Issues:** Special services are also required to perform the arbitrage rebate calculations for variable rate bonds. A bond is a variable rate bond if the interest rate paid on the bond is dependent upon an index which is subject to changes subsequent to the issuance of the bonds. The computational requirements of a variable rate issue are more complex than those of a fixed rate issue and, accordingly, require significantly more time to calculate. The additional complexity is primarily related to the computation of the bond yield, which must be calculated on a "bond year" basis. Additionally, the regulations provide certain flexibility in computing the bond yield and determining the arbitrage amount over the first IRS reporting period; consequently, increased calculations are required to determine which bond yield calculation produces the lowest arbitrage amount.

d. **Commingled Fund Allocations:** By definition, a commingled fund is one that contains either proceeds of more than one bond issue or proceeds of a bond issue and non-bond proceeds (i.e., revenues) of $25,000 or more. The arbitrage regulations, while permitting the commingling of funds, require that the proceeds of the bond issue(s) be "carved out" for purposes of determining the arbitrage amount. Additionally, interest earnings must be allocated to the portion of the commingled fund that represents proceeds of the issue(s) in question. Permitted "safe-harbor" methods (that is, methods that are outlined in the arbitrage regulations and, accordingly, cannot be questioned by the IRS under audit), exist for allocating expenditures and interest earnings to issues in a commingled fund. HSAM uses one of the applicable safe-harbor methods when doing these calculations.

e. **Debt Service Reserve Funds:** The authorizing documents for many revenue bond issues require that a separate fund be established (the "Reserve Fund") into which either bond proceeds or revenues are deposited in an amount equal to some designated level, such as average annual debt service on all parity bonds. This Reserve Fund is established for the benefit of the bondholders as additional security for payment on the debt. In most cases, the balance in the Reserve Fund remains stable throughout the life of the bond issue. Reserve Funds, whether funded with bond proceeds or revenues, must be included in all rebate calculations.

f. **Debt Service Fund Calculations:** Issuers are required under the regulations to analyze the invested balances in their debt service funds annually to determine whether the fund depletes as required during the year and is, therefore, "bona fide" (i.e., potentially exempt from rebate in that year). It is not uncommon for surplus balances to develop in the debt service fund that services an issuer's tax supported debt, particularly due to timing differences of when the funds were due to be collected versus when the funds were actually collected. HSAM performs this formal analysis of the debt service fund and, should it be determined that a surplus balance exists in the fund during a given year, allocates the surplus balance among the various issues serviced by the fund in a manner that is acceptable under IRS review.

g. **Earnings Test for Debt Service Funds:** Certain types of bond issues require an additional level of analysis for the debt service fund, even if the fund depletes as required under the regulations and is "bona fide." For short-term, fixed rate issues, private activity issues, and variable rate issues, the regulations require that an "earnings test" be performed on a bona fide debt service fund to determine if the interest earnings reached $100,000 during the year. In cases where the earnings reach or exceed the $100,000 threshold, the entire fund (not just the surplus or residual portion) is subject to rebate.

h. **Transferred Proceeds Calculations:** When a bond issue is refinanced (refunded) by another issue, special services relating to "transferred proceeds" calculations may need to be performed. Under the regulations, when proceeds of a refunding issue are used to retire principal of a prior issue, a pro-rata portion of the unspent proceeds of the prior issue becomes subject to rebate and/or yield restriction as transferred proceeds of the refunding issue. The refunding issue essentially "adopts" the unspent proceeds of the prior issue for purposes of the arbitrage calculations. These

calculations are required under the regulations to ensure that issuers continue to exercise due diligence to complete the project(s) for which the prior bonds were issued.

i. **Universal Cap:** Current regulations provide an overall limitation on the amount of gross proceeds allocable to an issue. Simply stated, the value of investments allocated to an issue cannot exceed the value of all outstanding bonds of the issue. For example, this situation can occur if an issuer encounters significant construction delays or enters into litigation with a contractor. It may take months or even years to resolve the problems and begin or resume spending the bond proceeds; however, during this time the debt service payments are still being paid, including any scheduled principal payments. Thus, it's possible for the value of the investments purchased with bond proceeds to exceed the value of the bonds outstanding. In such cases, a "de-allocation" of proceeds may be required to comply with the limitation rules outlined in the regulations.

j. **Yield Restriction Analysis/Yield Reduction Computations:** The IRS strongly encourages issuers to spend the proceeds of each bond issue as quickly as possible to achieve the governmental purpose for which the bonds were issued. Certain types of proceeds can qualify for a "temporary period," during which time the proceeds may be invested at a yield higher than the yield on the bonds without jeopardizing the tax-exempt status of the issue. The most common temporary period is the three-year temporary period for capital project proceeds. After the end of the temporary period, the proceeds must be yield restricted or the issuer must remit the appropriate yield reduction payment when due. HSAM performs a comprehensive yield restriction analysis when appropriate for all issues having proceeds remaining at the end of the applicable temporary period and also calculates the amount of the yield reduction payment due to the IRS.

Dedicated to People Flow™

KONE

Purchaser ("Purchaser"):

Westwood Elementary School
502 SOUTH KINGS ST
STILLWATER, Oklahoma 74074

Service Location ("Premises"):

Westwood Elementary School Elevator Maintenance
502 SOUTH KINGS ST
STILLWATER, OK 74074

KONE Inc. ("KONE")

Tulsa
2341 W Albany St.
Broken Arrow, OK 74012

TENDER DATE: 05/11/2021

EFFECTIVE DATE: 08/16/2021

SCOPE OF SERVICES

1. **EQUIPMENT DESCRIPTION ("Equipment")**

Manufacturer	Type	Sub-Type	Count
KONE	Elevator	MRL	1

2. **SERVICES**

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. KONE performs maintenance service in accordance with a proprietary system called KONE Maintenance Method. Data gathered about the equipment is analyzed to determine optimum maintenance frequency. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

A. **MRL Elevators**
   1. **Relay Logic Control System**
      All control system components.
   2. **Microprocessor Control System**
      All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
   3. **Gearless Machines Components**
      All MRL machine components.
   4. **Hoistway and Pit Equipment**
      All elevator control equipment and buffers.
   5. **Rails and Guides**
      Guide rails, guide shoe gibs, and rollers
   6. **Ropes**
      Hoist ropes, governor ropes, and compensation ropes.
   7. **Wiring**
      All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
   8. **Door Equipment**
      Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
   9. **Manual Freight Door Equipment**
      Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
   10. **Power Freight Door Equipment**
       Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
   11. **Signals and Accessories**
       Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
   12. **Car Equipment**
       All elevator control system components on the car.

3. **TESTING**

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date. Unless specifically provided for in this section; a written Maintenance Control Plan (MCP) and documented testing procedures are not included, even when

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required by current code, as such that code may be changed or amended from time to time by local jurisdictions. KONE is not responsible for providing documentation onsite, as all reporting and testing records are available digitally.

4. **HOURS OF SERVICE**

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

5. **SERVICE REQUESTS (CALLBACKS)**

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests. Unless specified herein travel time and expenses are billable.

If purchaser requests service on overtime, Purchaser will be charged KONE's hourly billing rate for each over time hour unless specified separately herein.

Regular Time Coverage - (Passenger Elevator;)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

6. **REPORTING SERVICES**

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

7. **EXCLUSIONS**

The following are excluded from the scope of services:

A. **GENERAL**

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

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B. **OBSOLESCENCE**

1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
2. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

C. **ELEVATOR**

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

8. **REMOTE MONITORING**

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

9. **SAFETY**

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use 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.

If in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

10. **NOTICE OF MALFUNCTION OR INJURY**

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

11. **THIRD PARTY SERVICES**

A. All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser shall be deemed in breach of this Agreement and Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.
B. If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.
C. If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

12. **NON-KONE EQUIPMENT**

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If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

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TERMS AND CONDITIONS

1. **TERM AND TERMINATION**

   A. This Agreement will commence on the effective date and continue for an initial period of ONE (1) year and is non-cancelable. This Agreement will thereafter automatically renew for successive terms of ONE (1) year. Either party may terminate this Agreement at the end of the initial ONE (1) year term or at the end of any subsequent ONE (1) year term by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.
   B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.
   C. Upon termination of the of the Agreement, a $500 decommissioning and transfer fee shall apply for any elevator phone that needs reprogramming to a different number for emergency monitoring.

2. **CANCELLATION**

   If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

3. **ASSIGNMENT**

   Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a new owner, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the new owner. Purchaser will promptly provide KONE with a copy of such assignment. Should the new owner fail to assume this Agreement, Purchaser shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

4. **PRICE ADJUSTMENTS**

   If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

5. **PAYMENT TERMS**

   Payment is due net thirty (30) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

   KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal.

6. **SUSPENSION OF SERVICE**

   If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under this Agreement and/or other contracts with the Purchaser until all invoices are current or Purchaser cures the breach. Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser. If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the suspension period for non-payment. Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

7. **TAXES**

   Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

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8. **INSURANCE AND INDEMNIFICATION**

KONE will provide its standard certificate of insurance.

To the extent permitted by law, each party will indemnify, defend, and hold the other party harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, arising from or related to the indemnifying party's sole negligence or willful misconduct in performance of the Agreement. Each party is responsible for its share of any comparative or contributory negligence without indemnity by the other party. Each party's indemnity obligations are expressly conditioned on the indemnified party: (i) giving the indemnifying party prompt written notice of each claim; (ii) promptly tendering to the indemnifying party the defense or settlement of each claim; and (iii) cooperating with the indemnifying party at the indemnified party's expense in defending or settling each claim. If an indemnified party does not comply strictly with the terms of this provision, the indemnifying party's indemnity obligations will become null and void and will not be considered in interpreting the Agreement.

9. **LIMITATION OF LIABILITY**

A. Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.
B. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.
C. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

10. **U.S. GOVERNMENT SALES**

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

11. **FORCE MAJEURE**

A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond the party's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

12. **VENUE**

The exclusive venue for any dispute between the parties shall be in the County and State of the KONE office as set forth on Page 1.

13. **PROPERTY RIGHTS**

A. KONE will provide Purchaser with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains the sole property of KONE. If this Agreement terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.
B. KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the Equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

14. **MISCELLANEOUS**

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Purchaser. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The

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terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.

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PRICE

$375 per month payable by Purchaser annually in advance ($4,500.00 per annual installment). If Purchaser does not sign this Agreement within 90 days after the tender date above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Annual in advance payment	0% Increase	$375 per month	
Semi-Annual in advance payment	3% Increase	$386.25 per month	
Quarterly in advance payment	6% Increase	$397.50 per month	
Monthly in advance payment	8% Increase	$405.00 per month	

Westwood Elementary ~~School~~

(Signature of Authorized Representative)

Camille Frye DeYong
(Print Name)

President
Title

6/8/21
Date

INDEPENDENT SCHOOL DIST. NO. 16 OFFICIAL SEAL PAYNE COUNTY, OKLA.

Respectfully submitted,

John Hintz

KONE Inc.

(Approved By) Authorized Representative

General Manager
Title

5/18/2021
Date

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KONE Care Value Added Services

These services are offered to improve the quality and transparency of the KONE service delivery experience.

TESTING

In addition to the work described in the Services section above, the following additional services have been negotiated and are included at the determined frequency as listed. KONE is not liable for any property damage or personal injury, including death, resulting from test.

1. **Passenger Elevator**
   CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.
   CAT5 Traction Test 60 Mo - A five (5) full load test as required by applicable code.
   QEI Inspection Fees - QEI Inspection service and administration fees to coordinate a third party Qualified Elevator Inspector is present when required for annual testing of equipment. This does not include testing requirements due to repair or replacement of any components required by local jurisdictions to have additional testing or certification by Inspection.

24/7 CONNECTED SERVICES

KONE's 24/7 Connected Services uses proprietary advanced remote monitoring and analysis technologies to bring intelligent services to elevators and escalators. 24/7 Connected Services provides continuous updates on the status and condition of the equipment, allowing KONE to perform services tailored to each equipment's needs. 24/7 Connected Services is a family of different services that may be ordered separately.

As consideration and in order for KONE to be able to provide the 24/7 Connected Services to the Customer, the Agreement is hereby amended as follows:

1. KONE to provide the Services set forth below are included with this service agreement. This Service fee will be charged on the maintenance invoice at the same interval as the invoicing for maintenance under the Agreement. Installation and/or set-up fees will be provided in a separate proposal when applicable. The interest on any late payments shall be as detailed in the Agreement.
2. KONE shall perform the selected Value-Added Services (each a "Service" and together the "Services") substantially as set forth and authorized below:

   A. **KONE Care 24/7 Connect - Performance Analytics**
   If KONE 24/7 Connected Services is selected, then KONE shall provide and install the necessary device(s) to perform KONE 24/7 Connected Services on the equipment below. Unless otherwise provided for in the Agreement, any callouts, repairs, or maintenance prompted by the KONE 24/7 Connected Services shall be performed during regular working hours of regular working days, Monday to Friday, statutory holidays excluded, of the International Union of Elevator Constructors (IUEC.) All response times generated by KONE 24/7 Connected Services shall be calculated starting at 8:00 a.m. local time the next business day. Repair and maintenance needs identified through the Services shall be performed based on the repair coverage agreed in the Agreement. Under no circumstances shall any indicators or predictions be cause for immediate services, but shall be determined and completed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE.

3. The KONE Care 24/7 Connected Services are performed for the following equipment:

Equipment Name	KONE Equipment #	Wireless Phone	Phone Monitoring	24/7 Connect
Passenger Elevator	43401766			X

4. KONE will commence billing the 24/7 Connected Services on the date shown in this rider/contract with an understanding that the 24/7 Connected Services may be active in advance of the date shown, or may not be active on the date shown, due to variability in the time required to procure material and complete the installation and provisioning of the devices.
5. Unless the remote monitoring device was a built-in component of a new KONE elevator, the remote monitoring devices are installed to the equipment by KONE solely in order to enable the Services. The remote monitoring devices are provided to the Customer as part of the Services. Purchaser gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment, regardless if Customer elects any of the Services. Purchaser will not use the 24/7 Connected Services device, except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form. Purchaser has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE.
6. KONE 24/7 Connected Services is a family of remote monitoring Services. The parties may later agree to add new Services to the equipment.
7. The Services shall be performed for the duration of the Agreement. Should the Agreement expire or terminate, the Services will automatically terminate.
8. If any or all Services are terminated, unless the remote monitoring device was a built-in component of a new KONE elevator, the Customer shall upon request give KONE access to the equipment to remove any remote monitoring devices owned by KONE along with any other equipment which remains KONE's property at the facility or otherwise at KONE's expense. Such right shall survive the expiration or termination of the Agreement. In the event this 24/7 Connected Services contract is cancelled within 5 years of this contract effective date,

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KONE will be reimbursed $3500 per unit. Upon termination for any reason of either the Emergency Phone Monitoring or Wireless Phone Provider Service, no further phone services will be provided, the phone(s) must be immediately reprogrammed to dial to a location other than a KONE designated phone number and KONE will block the phone numbers from coming into the KONE Service Center. Upon termination for any reason of the Data Remote Monitoring, no further data will be collected. Upon any termination or expiration of the Agreement, no further Services will be provided, including phone services or data collection. KONE shall have no obligation to any party to either collect, export or analyze any data, or to provide the source code of any software in object code form.

9. If the Customer uses its own SIM card or network connection for the data transfer required by the Services, KONE shall not be liable for the costs of such data transfer incurred due to the Services

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CUSTOMER INFORMATION

Who is the agreement with?		
Legal Name of the Company: Independent School District 16, Payne County, Oklahoma DBA: Stillwater Public Schools		
Address: 314 S. Lewis		
City: Stillwater	State: OK	Zip: 74074
Contact Name: Jericah Dawson	Title: Chief financial Officer	
Phone: 405. 533-6310	Fax: 405. 533-6311	
Is the Owner tax exempt? Yes (If Yes, provide the Tax Exemption Certificate.) Yes		
Federal tax ID #: 736021194		

Where should the invoice be sent?		
Legal Name of the Company: Independent School District 16, Payne County, Oklahoma DBA: Stillwater Public Schools		
Attention: Shannon Flores		
Address: 314 S. Lewis		
City: Stillwater	State: OK	Zip: 74074
Contact Name: Shannon Flores	Title: Encumbrance Clerk	
Phone: 405.533-6300	Fax: 405-533-6310	
Federal tax ID #: 736021194	Email: sflores@stillwaterschools.com	

Who will be responsible for paying the invoices?		
Legal Name of the Company: Same As Above		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

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RECEIVABLES SERVICING AGREEMENT

This Agreement is made and entered into this 7th day of August, 2018, by and between **INDEPENDENT SCHOOL DISTRICT NO. 16 OF PAYNE COUNTY, OKLAHOMA, a/k/a STILLWATER PUBLIC SCHOOLS** (the "District"), and **MILLENNIUM FINANCIAL GROUP, LLC** ("MFG"). In consideration of the following covenants and agreements, the parties mutually agree:

RECITALS:

A. District is a political subdivision of the State of Oklahoma. MFG is an Oklahoma limited liability company.

B. MFG is a debt collection agency experienced in the collection of unpaid debts, obligations and other receivables ("Debt") from individuals and entities indebted to the District ("Debtors").

C. District desires to engage MFG to collect unpaid Debts as assigned for collection by District from time to time and MFG desires to accept such engagement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and intending to be legally bound, District and MFG agree as follows:

SECTION 1: ADMINISTRATIVE RESPONSIBILITIES

1.1 Debts Sent for Collection. District will, from time to time throughout the term of this Agreement, send to MFG documentation for any outstanding Debt owed to the District for which MFG's debt collection services are desired. For each Debt assigned to MFG, MFG will acknowledge promptly, in writing, the Debtor's name, the amount of the Debt, and the date assigned. Upon receipt of MFG's acknowledgment, the District will immediately notify MFG of any error, omission or discrepancy. MFG will attempt to collect the Debt from the Debtors so referred in a professional and prompt manner using all appropriate ethical and legal methods. MFG will maintain strict confidentiality in regards to all information provided by the District or discovered through the provision of its services, and will use that information for the sole purpose of collecting the Debt.

1.2 Debtor Contact. Upon assignment of a Debt for collection, the District will terminate all communication with the Debtor regarding the assigned Debt. The District agrees to refer all contact from the Debtor regarding the Debt to MFG and to report all phone contacts, payments or settlement offers, letters, bankruptcy notices, threats, disputes, counterclaims, etc. received from or on behalf of a Debtor or his attorney or representative. District agrees that MFG shall be solely responsible for the collection of any Debt assigned to it, and that District will make no other assignment of the Debt to any third party.

1.3 Debt and Debtor Information. District represents to MFG that, to the best of its knowledge, all Debts assigned to MFG for collection are valid and legal obligations of the Debtor.

MFG is entitled to rely upon the District to provide correct information regarding a Debt and, specifically, about any dollar amount in question.

SECTION 2: COMMISSIONS ON DEBTS COLLECTED

2.1 Commissions. For each Debt that is referred by the District to MFG for collection, the District agrees to pay a commission in the amount of 35% of amounts actually collected. Commissions shall be owed on Debts collected by any party following assignment of the Debt to MFG, including amounts paid directly to the District by the Debtor or any third party payor.

2.2 Notification of Collections. MFG will notify District on a monthly basis of any monies it receives from Debtors. By the 30th day of each month, MFG will provide a detailed accounting of all collections made during the previous month setting forth the amount of each payment, the date paid, and the amount of MFG's commission thereon. MFG's remittance for the period will accompany said accounting. The District will pay to MFG the commission due as indicated on said accounting by the end of the month in which it is received. MFG reserves the right to reasonably delay the remittance of any amount collected if MFG has received or anticipates receipt of a court order, creditor's claim, bankruptcy filing or appeal relating to it. MFG reserves the right to audit District's receivables for child nutrition accounts on a quarterly basis with respect to any Debt placed with MFG by District for collections.

2.3 Debtor Payments. MFG shall only accept certified or cashier's checks, money orders, debit or credit cards, or cash as payment from Debtors. When accepting debit or credit cards, MFG shall add the merchant commission/charge to the amount due so that the District will receive the full amount of the payment made. If a Debtor pays with cash, MFG will deposit such cash in its own bank account and issue a check to the District for the amount received. MFG shall ensure that any payment to the District correctly identify the Debtor payor and the Debt to which the payment applies. District hereby authorizes MFG to endorse and deposit into MFG's bank account negotiable instruments made payable to the order of the District and received in payment or partial payment of a Debt.

SECTION 3: TERM AND TERMINATION

3.1 Term. This Agreement will commence on August 7, 2018, and end on June 30, 2019. At the expiration of the initial Term, this Agreement will expire unless renewed in the manner described in Paragraph 3.2.

3.2 Additional Term. The District may renew this Agreement within 60 days after the expiration of the initial Term, whereupon the Agreement will continue in full force and effect, without interruption, unless and until one or both of the parties terminate the Agreement in the manner described in Section 3.3, below.

3.3 Termination. Notwithstanding the foregoing, either party may terminate this Agreement at any time by providing 30 days written notice to the other party. Upon notice of termination of this Agreement, any Debt or accounts receivable information then held by MFG will

be returned to the District. MFG will be entitled to commission on any payments received by the District within 90 days following cancellation for Debts assigned to MFG for collection.

SECTION 4: INSURANCE AND INDEMNIFICATION

4.1 Insurance. MFG, at its expense, shall at all times maintain a comprehensive business liability policy and a comprehensive Errors and Omissions policy, with policy limits of $1,000,0000 for each. MFG shall instruct its insurance agent to provide copies of the policy declaration pages to the District, and, upon request, copies of the policies.

4.2 Indemnification. MFG agrees to indemnify, defend, and hold the District harmless from and against any and all losses, damages, liability for injuries to persons and/or property, and legal expenses caused by, or claims or damages occurring incident to or arising from the acts of MFG and/or its agents or employees in providing services pursuant to the terms of this Agreement.

4.3 Fair Debt Collections Practices Act (FDCPA). MFG shall, at all times, comply with the terms of the Fair Debt Collections Practices Act and all local, state, and federal laws. MFG specifically agrees to indemnify and hold the District harmless from any claims alleging violations of the Fair Debt Collections Practices Act and any other fair debt collection or consumer protection laws.

SECTION 5: MISCELLANEOUS

5.1 Notices. Any notice required by or concerning this Agreement shall be in writing and delivered by certified mail, return receipt requested, to the affected party or parties at the following address(es):

Millennium Financial Group, LLC
3000 United Founders Boulevard, Suite 219
Oklahoma City, OK 7311201

Stillwater Public Schools
Attn: Superintendent
314 South Lewis Street
Stillwater, OK 74074

Any party may change its address for notice purposes, by notifying the others, in writing, as provided in this Section.

5.2 Choice of Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma; and the District Court of Payne County, Oklahoma shall possess proper jurisdiction and venue with respect to any litigation brought to enforce the provisions hereof. This Agreement shall be deemed to have been entered into in Stillwater, Oklahoma.

5.3 Entire Agreement. This Agreement constitutes the parties' entire agreement, and its terms and conditions shall supersede all negotiations and agreements between them.

5.4 Written Modification. This Agreement and its provisions shall not be altered, modified, or amended, in any respect, except by writing duly signed by the parties.

5.5 Signing. This Agreement may be executed in multiple counterparts, each of which when executed shall be deemed an original.

5.6 Bankruptcy. If a Debtor files bankruptcy following assignment of the Debt to MFG for collection, MFG shall immediately notify the District. MFG shall either file an appropriate claim in the Debtor's bankruptcy as necessary to preserve the District's interest, or notify the District that it does not intend to do so and that MFG is returning the file to the District and will undertake no further collection activities on the Debt.

5.7 Attorney's Fees. In any action to enforce or interpret any provision of this Agreement or to recover damages for its breach, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to any other relief obtained.

5.8 Severability. Invalidity or unenforceability of any provision of this Agreement, under any statute, ordinance or governmental rule or regulation, shall not affect the validity or enforceability of any other provision of this Agreement.

5.9 Waiver. The waiver of either party of any of its rights under this Agreement shall not be construed as a consent to or a waiver of any subsequent right or breach of this Agreement.

5.10 Paragraph Headings. The paragraph headings used in this Agreement are for convenience in reference and do not limit the scope or meaning of the terms thereunder.

IN WITNESS WHEREOF, the parties to this Agreement have signed and delivered this Agreement on the day and year first above written.

MILLENNIUM FINANCIAL GROUP, LLC

By: _____
Brent Henrichsen, Managing Partner

INDEPENDENT SCHOOL DISTRICT NO. 16 OF PAYNE COUNTY, OKLAHOMA, a/k/a STILLWATER PUBLIC SCHOOLS

By: _____
President, Board of Education

INDEPENDENT SCHOOL DIST. NO. 16 OFFICIAL SEAL PAYNE COUNTY, OKLA.

RECEIVED AUG

MailFinance
A Neopost USA Company

Product Lease Agreement with Meter Rental Agreement

Section (A) Dealer Information

Dealer Office Number	Dealer Office Name	Phone #	Date Submitted

Section (B) Billing Information

Company Name (Full legal name): Stillwater Public Schools Board of Education

DBA:

Billing Address: 314 S. Lewis

Billing City: Stillwater | State: OK | Zip Code + 4: 74074

Billing Contact Name: John Anders | Contact Phone Number: 405-533-6340

Billing Contact Title: Facilities Director | Contact Fax Number: 405-533-6339

Billing Contact email Address: janders@stillwaterschools.com | Purchase Order Number:

Section (C) Installation Information (if different than Billing Information)

Company Name (Full legal name): Stillwater Board of Education

DBA: Stillwater Public Schools

Installation Address (No PO Boxes or General Delivery): 114 E 32

Installation City: Stillwater | State: OK | Zip Code + 4: 74074

Installation Contact Name: John Anders | Phone Number: 405 533 6340

Installation Contact Title: Facilities Director | Fax Number: 405 533 6339

Installation Contact email Address: janders@stillwaterschools.com

Section (D) Products

☐ See additional listed products on attached continuation schedule.

	Quantity	Model / Part Number	Description (Include Serial Number, if applicable
1	1	IM460	
2			
3			
4			
5			

Section (E) Lease Payment Information & Lease Payment Schedule

Tax Status:
- ☐ Taxable
- ☑ Tax-Exempt. *Certificate attached.*

Billing Frequency:
- ☐ Monthly
- ☑ Quarterly
- ☐ Annually

Billing Method:
- ☐ Standard
- ☑ Government Payment in Arrears

Period	# of Months	Monthly Payment (plus applicable taxes)
First	63	$210.00
Next		
Next		
Next		

Current Lease Number:

New Lease Number:

Section (F) ACH Direct Debit for Lease Payments (*Attach Voided Check*)

Bank Name	Bank Contact Name
Bank City, State	Bank Contact Phone Number
Bank Routing Number	Bank Account Number

Section (G) Postage Meter & Postage Funding Information

Main Post Office Name: | Post Office 5-Digit Zip Code:

Postage Funding Method:
- ☐ Bill Me
- ☑ Prepay by Check
- ☐ ACH Debit *Attach ACH Authorization Form*
- ☐ OMAS / CPU — OMAS Agency Code — *Attach USPS CPU Authorization Letter*

Postage Funding Account:
- ☐ POC ☐ TMS
- ☐ New ☐ Existing

Existing Account Number

Section (H) Services

Rate Protection:
- ☑ Online Postal Rates
- ☑ RCP (Shipped Update)
- ☐ None

Covered Product: as per Jere updated rate change pkg 8/3 3:0 pm

iMeter Apps:
- ☐ Online Postal Expense Management
- ☐ Online E-Services
- ☐ Online E-Services with Electronic Return Receipt

Software:
- ☐ Software Advantage

Covered Product

Dealer Services:
- ☑ Maintenance
- ☑ Installation / Training

Section (I) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to neoFunds/TotalFunds unless initialed here _____

This document consists of a Product Lease ("Lease") with MailFinance Inc.; and/or a Postage Meter Rental Agreement ("Rental Agreement") and an Online Services and Software Agreement with Neopost USA Inc.; and a neoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (versions D-03-11), which are also available at http://www.neopostinc.com/terms/Dealer-Lease-03-11.pdf, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature | Phillip Storm Chief Financial Officer | Print Name and Title | 8/30/12 Date Accepted

Accepted by Neopost USA and its Affiliates | Date Accepted

RECEIVED SEP 27 2012

Copy

MailFinance
A Neopost USA Company

Lease Confirmation, Delivery and Acceptance Form

SO #: 12625436

Cust#: 973730

Lease Number:
H1209110

Full Customer Name:
STILLWATER PUBLIC SCHOOLS

Phone:
405-533-6340

Billing Address:
114 E 32ND

City:
STILLWATER

State:
OK

Zip:
74074

Contact Name:

Equipment Location (If different from billing address)

Installation Address:
SAME

City:

State:

Zip:

Equipment Installed

Quantity	Model Number	Serial	Description
1	IM460	DC1211504106	MAILING MACHINE
1	IMWP10	271201004665	10LB WEIGHT PLATFORM
1	IMMSF4	DH12260032	ADVANCED FEEDER
			Q

As evidenced by this Lease Confirmation, Delivery, and Acceptance Form, Lessee acknowledges receipt, in good condition and satisfactory installation of all of the items described in the above referenced Lease and certify that the Lessor has fully and satisfactorily performed each, every and all covenants and conditions to be performed by it under the Lease between Lessor and Lessee. By signing below Lessee acknowledges and agrees that the equipment that was delivered is what the Lessee ordered from Neopost USA and the equipment was satisfactorily installed. By signature below Lessee accepts the equipment and agrees to the terms as outlined in the Lease Agreement.

Lessee: (Print Full Company Name)
Stillwater Public Schools

Signature

09-27-2012
Installation Date:

Clayton Tselee
Print Name:

Warehouse Supvr.
Title:

09-27-2012
Delivery Date:

neopost

HASLER

METER MOVEMENT REPORT (MMR)

Please complete all sections to ensure proper processing of the meter.

SECTION A – ACCOUNT INFORMATION

Date	Return Authorization #	Funding Account #	Mailer Agreement #
9/27/12		26422334 ✓	

SECTION B – CUSTOMER INFORM

CUSTOMER	ADDRESS
STILLWATER PUBLIC SCHOOLS	114 E 32ND, STILLWATER, OK 74074
Print Customer Name	Customer Telephone

Customer Signature (Required) Clayton Dellee

SECTION C – METER INFORMATION

Meter Model N221	Meter Serial 82054565
Descending Register Postage Remaining In Meter	$ 2113300
Ascending Register Postage Used	$ 33101.700
Postage Total Descending + Ascending Registers	$ 35215.000

SUMMARY REPORT

DESCENDING	0.060	00000000
ASCENDING	23,940	03/26/10
POST OFFICE ITEMS	87	

Perform An Audit, Print & Attach Meter Register Summary Report, And Record Totals

SECTION D – WITHDRAWAL INFORMATION

1	Complete Section A – Account Information
2	Complete Section B – Customer Information including your signature.
3	Record the Meter Model and Meter Serial number in Section C.
4	Perform an Audit.
5	Print and attach the Meter Register Summary Report.
6	Record the Descending and Ascending Registers in Section C.
7	Add the Ascending Register to the Descending Register for the Postage Total.
8	Perform a Withdrawal and attach the Withdrawal Indicia.
9	Package the meter.
10	Record the tracking information below.
11	Photocopy the completed MMR & place the original MMR in the carton.
12	Maintain a copy for your records.

013H15101058
UNINSTALLED
03/26/2010
08864

Perform Withdrawal and Attach Withdrawal (Uninstalled) Indicia

A successful withdrawal process will credit any remaining funds to the funding account.
- Please contact Neopost USA to verify credit.
- If the withdrawal is unsuccessful, funds will be credited to your account by the Postal Compliance team upon receipt of the meter.
- You will be notified by letter of the credit.

Record and affix tracking information below. Retain a copy of the tracking number for your records.

Shipping Tracking #		Shipped Date

Please maintain a copy of the Meter Movement Report for your record.
Thank you!

FAILURE TO RETURN THE POSTAGE METER WILL RESULT IN AN INVOICE FOR THE METER.

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Hasler
09/27/2012
US POSTAGE

FIRST-CLASS MAIL
$00.00
ZIP 74074
011D11634395

ERAL REGISTERS
DIE NO 049J82054565

NORM. ITEMS	60920
HIGH ITEMS	2495
ZERO ITEMS	64
TOTAL ITEMS	63479

OMECORP, L.L.C.

MAINTENANCE AGREEMENT

AGREEMENT, made and entered into this 27TH SEPTEMBER, 2012 by and between OMECorp, L.L.C. ("OME") and STILLWATER PUBLIC SCHOOLS ("Customer")

EQUIPMENT TO BE COVERED BY THIS MAINTENANCE AGREEMENT

MODEL	MACHINE NUMBER	SHIFT USAGE	SERVICE TO BEGIN DATE WARRANTY EXPIRES	ANNUAL RENEWAL INVOICING DATE	ANNUAL AMOUNT	PRO-RATED AMOUNT
IM460	DC1211504106					
IMWP10	271201004665					
IMMSF4	DH12260032					
	MAINTENANCE INCLUDED					
	IN LEASE H12091161					

Is Prepayment Check Attached? Yes ☐ No ☐

Check No. _____ Date _____ Amount

Customer Purchase Order Number _____

Customer Number _____

Equipment Location Name/Address

Firm Name STILLWATER PUBLIC SCHOOLS SAME

Address 114 E 32ND

STILLWATER	OK	74074			
City	State	Zip	City	State	Zip

CUSTOMER AND OME UNDERSTAND AND AGREE THAT THIS MAINTENANCE AGREEMENT INCLUDES THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS PAGE.

Authorized Customer Signature Clayton Tselee Date 09-27-2012

Customer Name (Type and Print) Clayton Tselee

ACCEPTED BY:

OMECORP, L.L.C.
P.O. BOX 471587
TULSA, OKLAHOMA 74147-1587
918-664-2588

Date 9-27-12

CUSTOMER COPY

TERMS AND CONDITIONS

The parties hereto covenant and agree as follows.

1. This Agreement shall commence on the date first above appearing ("Commencement Date") and shall continue for an original term of one (1) year and shall automatically renew thereafter for successive like periods unless terminated by either party by the giving of written notice to the other party not less than thirty (30) days prior to the expiration of then current term (original or renewal). The terms and conditions set forth herein shall remain in full force and effect during any renewal term, except that the rate set forth on the reverse side hereof shall be adjusted during any renewal term to the then current rates.

2. During the term hereof, as extended or renewed, OME shall provide Customer pursuant to the terms and condition set forth herein, certain out-of-warranty Service (as herein defined) with respect to the equipment listed on the reverse side hereof (herein collectively called "Machine") unless Service with respect to a particular Machine is scheduled to begin as herein indicated on a date other than the commencement date as shown on the reverse side.

3. OME's obligations hereunder ("Service") shall be limited to providing (i) labor required for satisfactory operation of the Machine and (i) repair or replacement of defective or worn out parts of the Machine but not including shop reconditioning or replacement of complete assemblies resulting from the wearing out of parts.

4. OME's obligations hereunder shall not include (i) service or maintenance required due to accident, negligence, misuse, specification changes or causes other than normal use. (ii) any service or maintenance in connection with attachments or alteration of the Machine, or (iii) furnishing supplies or additional operator instruction after initial installation of the Machine.

5. Any parts or labor provided by OME under a warranty made by OME in connection with the sale of the Machine by OME to Customer shall be provided pursuant to the terms and conditions of said warranty and not pursuant to this Agreement.

6. Service shall be performed during OME's normal business hours: However, Service, when and if available after OME's normal business hours and on Saturdays and Sundays and Holidays shall be charged at OME's then current maintenance rate for labor, travel and expenses in addition to any amount paid by Customer pursuant to this Agreement.

7. If the Machine is regularly used by more than one (1) shift of personnel, the charge set forth herein shall be increased by fifty (50%) percent for each additional shift regularly using the Machine.

8 If, in OME's opinion, the Machine should be removed for shop reconditioning because on-site repair and/or replacement of parts will not keep the Machine in satisfactory operating condition, OME will submit a cost estimate to Customer for reconditioning, and if authorized by Customer, OME will recondition the Machine at the sole expense of Customer, which will be in addition to any amounts paid by Customer pursuant to this Agreement.

9. With respect to any mechanical scales which may be included under this Agreement, OME will undertake, at an additional charge, to adapt such scale to reflect postal rate changes occurring during the term hereof by supplying, if available from manufacturer, revised charts, overlays, parcel delivery service rate strips or other means of updating. The adaptation of each scale will be scheduled within a reasonable length of time prior to or subsequent to the effective date of a postal rate change.

10. Any parts supplied hereunder shall be free from manufacturing defects in material and workmanship under normal use for period of ninety (90) days after same are supplied to Customer. Under this Agreement OME may occasionally install used parts without altering customer's warranty for that part. This warranty does not apply to any part, which has been tampered with or repaired by persons other than a person authorized by OME to perform Service on the Machine or the part has been subjected to misuse or abuse.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. IN CASE OF ANY BREACH OF THIS WARRANTY, OME'S OBLIGATIONS SHALL BE LIMITED TO THE REPAIR OF REPLACEMENT OF ANY DEFECTIVE PART WITHOUT CHARGE. OME SHALL NOT BE LIABLE, IN ANY EVENT, FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH SERVICE, PARTS OR LABOR PROVIDED HEREUNDER OR RESULTING FROM ANY USE OR FAILURE OF MACHINES, INCLUDING WITHOUT LIMITATION, LIABILITY FOR CUSOMER'S EXPENSES OR LOSS OF INCOME WHILE MACHINES ARE OUT OF OPERATION.

11. The following are herby expressly excluded from OME's obligation hereunder:

* Electronic circuit boards
* Electronic components required for rate increase/change
* Rubber rollers and other consumable rubber parts
* Advertisement Plates
* Consumable supplies
* Ink rollers, ink, pre-inked assemblies
* Ink cartridges, ribbons

12. Customer represents that Customer is not a party to or bound by any contract, agreement, commitment, or obligation, a breach or default of which would be triggered by Customer's execution and delivery of this Agreement.

13. This Agreement constitutes the entire Agreement between the parties hereto, and supersedes all previous negotiations, commitments and agreements, with respect to its subject matter. This Agreement may not be modified except in writing signed by both parties. The terms of this Agreement shall prevail over any inconsistent terms appearing on any purchase orders or acknowledgements submitted by Customer. Should any legal proceedings be instituted by OME to recover any monies due hereunder, Customer shall pay a reasonable sum as attorney's fees. Neither this Agreement nor any rights hereunder may be assigned by Customer without the prior written consent of OME.

OTIS

United Technologies

OTIS MAINTENANCE

DATE: 03/30/2015

TO:
Stillwater Public Schools
1211 N. Washington
Stillwater, OK 74075

FROM:
Otis Elevator Company
803 S.E. 83rd
Oklahoma City, OK 73149

EQUIPMENT LOCATION:
Will Rogers Elem School
1211 N Washington
Stillwater, OK 74075

Haley Black
Phone: (405) 947-1401
Fax:(405) 631-1935

PROPOSAL NUMBER: AD9135

EQUIPMENT DESCRIPTION:

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	GEARLESS	OTIS ELEVATOR COMPANY	ONLY ELV *OAD*	611770

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEM℠

We will use the Otis Maintenance Management System preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS® scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS standard work processes developed and continuously improved by Otis.

Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils,

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contacts, linings, and component parts.

- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

RELIABILITY

PARTS COVERAGE

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

PARTS INVENTORY

We will during the term of this Contract maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any replacement parts stored in the machine room remain our property until installed in the Units. We further agree to maintain a supply of routine replacement parts available for express delivery in case of emergencies.

QUALITY CONTROL

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

RESPONSIVENESS

24-HOUR DISPATCHING

We will, at your request, provide you with access to eService and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on eService or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to: (a) have a representative available to receive and respond to OTISLINE calls; and (b) maintain working telephone equipment.

COMMUNICATION

CUSTOMER REPRESENTATIVE

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

REPORTS – eSERVICE

We will use the OMMS program to record completion of maintenance procedures. We will, at your request, provide you access to eService. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use eService.

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SAFETY AND ENVIRONMENT

SAFETY TESTS – TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed, and elevator car balances will be checked.

As required by Code, or once every five years at a minimum, we will measure the coated steel belts for safety using a method approved by the manufacturer.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM® monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME

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Callbacks outside of regular working hours will be billed at standard overtime rates.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured

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by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts; (viii) to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We agree that we shall be liable for accidents and injuries to person or property when adjudged to have been caused by the sole negligence or willful misconduct of Otis or our employees. In all other instances, Customer shall indemnify, defend and hold us harmless against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) arising out of or connected with the use, repair, maintenance, operation or condition of the Equipment. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In the event of an entrapment, Customer will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. Customer agrees that its agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway.

Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, rust, fire, explosion, acts of God, misuse, or vandalism.

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If this Agreement is terminated prematurely for any reason, other than our own default, you agree to pay as liquidated damages, and not as a penalty, one-half (50%) of the remaining amount due under this Agreement.

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.

We will not be liable for any claim, injury, delay, death or loss or property resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to Otisline where there is no verbal response to the Otisline operator.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

EXTENDED TERM

The Term of this Contract will be extended as selected below, and we will apply the corresponding discount to the net billing amount.

Extended Contract Term	Extended Term Discount	Selection	Initial
Three (3) Years	5%	☐	
Five (5) Years	7%	☐	

In the event a customer chooses an extended term, the Contract will automatically renew at the expiration of the Extended Contract Term for successive periods equal to the initial Extended Contract Term. Either party may terminate the Contract at the end of the initial Extended Contract Term or at the end of any subsequent Extended Contract Term by giving the other party at least ninety (90) days written notice prior to the end of the then current term.

At the end of the initial Extended Contract Term, or at the end of any subsequent Extended Contract Term, you may elect to have the subsequent terms reduced to five (5) year periods by giving us at least ninety (90) days written notice prior to the end of the then current Term. If such notice is given, the Extended Term Discount will be discontinued upon the subsequent automatic renewal date of this agreement.

INSPECTION SERVICE

Otis will arrange for a QEI to witness the annual or five year tests at the above-referenced building. Otis will be responsible for the coordination of the scheduling, testing, and witnessing.

Customer acknowledges that Otis Elevator Company may choose to subcontract the performance of the test. By the signature below, you evidence consent to such subcontract and delegation of duties by Otis Elevator Company. Failure of Otis Elevator Company to perform the delegated duties itself shall not constitute a breach of your current contract.

Should the State of Oklahoma inspection requirements or the cost of the independent Certified Elevator Inspector services change, the price will be adjusted for that reason.

Beginning on the Effective Date, we will invoice you $400 for a no-load traction, $300 for a hydraulic pressure test witnessing or $500 for a full-load test witnessing per elevator, whichever is applicable.

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To waive this option and schedule inspections on your own please initial _____.

If the QEI is not coordinated prior to the due date of the safety test, and the test has already been performed by Otis, you will be responsible for the expense of Otis' return trip to perform the test again while it is witnessed by the QEI.

CONTRACT PRICE AND TERM

CONTRACT PRICE

Four hundred fifty dollars ($ 450.00) per month, payable Annually

PRICE ADJUSTMENT

The Contract Price will be adjusted on the effective date of any labor rate adjustment under Otis 's contract with the International Union of Elevator Constructors (IUEC Contract) to reflect increases or decreases in material and labor costs.

A. Material

Forty-five dollars ($ 45.00) of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Statistics for the price adjustment month compared with the index on **12/01/2014** which was **212.600.**

B. Labor

Four hundred five dollars ($ 405.00) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on **01/01/2015** which was **70.426.** The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

TERM

The Commencement Date will be 04/01/2015.

The Term of this Contract unless modified under the extended term below, will be for one (1) year beginning on the Commencement Date. The Contract will automatically be renewed on the first anniversary for an additional one (1) year unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current one (1) year term. Thereafter, the Contract will automatically be renewed on each first anniversary for an additional one (1) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current one (1) year term.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

PAYMENTS

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

The method of payment will be by check.

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The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Haley Black
Title: Account Representative

Accepted in Duplicate

CUSTOMER Approved by Authorized Representative		**Otis Elevator Company** Approved by Authorized Representative	
Date:	4-14-15	Date:	3/31/15
Signed:		Signed:	
Print Name:	- Eric Gudgel	Print Name:	Mandy Winter
Title	- Board President	Title	General Manager
E-mail:	-		
Name of Company	- Stillwater Public Schools		

■ Principal, Owner or Authorized Representative of Principal or Owner

□ Agent: _____
(Name of Principal or Owner)

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OTIS MAINTENANCE

BILL TO INFORMATION

Company Name: Stillwater Public Schools

Address: 314 S. Lewis

Address 2:

City: Stillwater, (

State: Oklahoma

Zip Code: 74074

ACCOUNTS PAYABLE CONTACT

Name: Dian Porter

Phone Number: 405-533-6300

Fax Number: 405-533-6310

E-mail: d_porter@stillwaterschools.com

TAX STATUS

Are you tax exempt? (Yes) No

If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices? (Yes) No

If yes, please provide contact info for PO renewal:

Name: Dian Porter

Fax: same as above

Phone:

E-Mail:

Would you like Otis to automatically debit your bank account for your maintenance invoices? Yes (No)

If yes, please provide blank check for bank routing and account information.

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EXHIBIT A TO LEASE PURCHASE AGREEMENT

PROPERTY SCHEDULE

Description of Property:

Tract I:

A tract of land lying in the Northwest Quarter (NW/4) of Section Eleven (11), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, State of Oklahoma, being more particularly described as follows: COMMENCING from the Southeast Corner (SE/cor) of said Northwest Quarter (NW/4); THENCE, South 89°53'00" West along the South line of said Northwest Quarter (NW/4) a distance of 320.25 feet to the POINT OF BEGINNING; THENCE, continuing South 89°53'00" West a distance of 73.91 feet to a point non-tangent curve, said point being on the Northerly right-of-way line for Franklin Street, as created by Warranty Deed in Book 349, Page 248, Payne County, Oklahoma; THENCE, along said Northerly right-of-way line Northwesterly on a curve to the right , having a radius of 170.00 feet and an arc length of 35.41 feet, also having a chord bearing of North 75°21'02" West and a chord length of 35.35 feet; THENCE, North 69°23'00" West a distance of 45.46 feet to a point of curvature; THENCE, Northwesterly on a curve to the left, having a radius of 230.00 feet an arc length of 83.23 feet, also having a chord bearing of North 79°45'00" West and a chord length of 82.78 feet; THENCE, South 89°53'00" West and parallel with and 40 foot Northerly of the South line of said Northwest Quarter (NW/4) a distance of 657.10 feet to a point of curvature; THENCE, Northwesterly on a curve to the right, having a radius of 70.00 feet and an arc length of 64.47 feet, also having a chord bearing of North 63°43'29" West and chord length of 62.22 feet to a point of reverse curvature; THENCE, Westerly on a curve to the left, having a radius of 135.00 feet and an arc length of 193.31 feet, also having a chord bearing of North 78°21'42" West and a chord length of 177.21 feet; THENCE, South 60°37'00" West a distance of 42.67 feet to the Easterly right-of-way line of Boomer Drive (Highway 177), as created by Easement for Right-of-way in favor of the State of Oklahoma, recorded in Book 54 Misc., Page 342, Payne County, Oklahoma; THENCE, North 29°23'00" West along said Easterly Right-of-way line created by said Easement for Right-of-way and also the Easement for Right-of-way in favor of the State of Oklahoma recorded in Book 54 Misc., Page 344, a distance of 363.85 feet; THENCE, North 63°47'12" East a distance of 43.03 feet; THENCE, North 00°10'00" East a distance of 240.87 feet to a point on the North line of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of the said Northwest Quarter (NW/4); THENCE, North 89°52'00" East, along said North line, a distance of 300.74 feet to the Northeast Corner (NE/cor) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of said Northwest Quarter (NW/4); THENCE, North 00°10'00" West, along the East line of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of said Northwest Quarter (NW/4), a distance of 660.81 feet to the Northeast Corner (NE/cor) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of said Northwest Quarter (NW/4); THENCE, South 89°53'00" West, along the North line of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of said Northwest Quarter (NW/4), a distance of 854.57 feet to the Easterly right-of-way line of Boomer Drive (Highway 177) as created by the Easement for Right-of-way in favor of the State of Oklahoma recorded in Book 54

Misc., Page 347 Payne County, Oklahoma; THENCE, North 39°23'00" West along said Easterly Right-of-way line a distance of 28.66 feet; THENCE, North 89°53'00" East, parallel with and 25 foot North of the South line of the Northwest Quarter (NW/4) of said Northwest Quarter (NW/4) a distance of 868.55 feet to a point being 25 foot North of the Southwest Corner (SW/cor) of the Northeast Quarter (NE/4) of said Northwest Quarter (NW/4); THENCE, North 00°10'00" West along the West line a distance of 311.00 feet; THENCE, North 89°53'00" East a distance of 74.68 feet; THENCE, South 24°30'00" East a distance of 123.13 feet; THENCE, South 75°23'00" East a distance of 303.85 feet; THENCE, South 02°09'00" West a distance of 146.67 feet; THENCE, North 89°53'00" East a distance of 241.26 feet; THENCE, South 00°53'00" East a distance of 494.52 feet; THENCE, South 89°49'00" East a distance of 56.12 feet; THENCE, South 27°31'00" East a distance of 198.58 feet; THENCE, South 39°50'00" East a distance of 545.01 feet; THENCE, South 06°11'00" East a distance of 89.20 feet; THENCE, South 44°14'00" West a distance of 150.77 feet; THENCE, North 69°05'00" West a distance of 54.20 feet; THENCE, South 14°28'00" West a distance of 57.39 feet to the POINT OF BEGINNING. LESS AND EXCEPT a tract of land in the Northwest Quarter (NW/4) of Section Eleven (11), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma, being more particularly described as follows: Commencing at the intersection of the South line of said Northwest Quarter (NW/4) of Section Eleven (11) and the East right-of-way line of Boomer Road which is the POINT OF BEGINNING; THENCE, North 29°23' West along said right-of-way line a distance of 25.00 feet to the South right-of-way line of Franklin Street THENCE, N 60°37' East along said right-way-of line 42.67 feet; THENCE, on a curve to the right having a radius of 65 feet, a length of 90.50 feet, THENCE, on a curve to the left having a radius of 130 feet a length of 41.52 feet to a point on the South line of the Northwest Quarter (NW/4); THENCE, South 89°53' West along said South line 137.97 feet to the POINT OF BEGINNING.

The Property described above is located at the following address:

1515 N. Boomer

Stillwater, Oklahoma

EXHIBIT B TO LEASE PURCHASE AGREEMENT

PAYMENT SCHEDULE

Commencement Date:	**June 5, 2012**
Principal Amount:	**$4,085,000.00**
Interest Rate*:	**Fixed Rate – 4.375% (from Commencement Date until June 1, 2018) Variable Rate – Prime Rate effective as of June 1 of each year beginning June 1, 2018, plus 1%, but not less than 4.25%, with said Variable Rate to reset annually each June 1**
Payment Frequency:	**Monthly**
Monthly Payment:**	**$25,568.91**
Maximum Term:	**June 1, 2032**

* Interest shall be computed based on a convention that utilizes twelve 30-day months and a 360-day year, and such interest shall accrue on the outstanding principal amount hereunder for each applicable Payment Date identified above.

** Monthly payments shall be applied as of the first day of each month first to accrued interest and then to the outstanding principal amount.

[Principal Component Payment Schedule provided on following pages]

Principal Component Payment Schedule

Date	Payment Number	Principal Payment	Purchase Price
6/5/2012			**4,085,000.00**
7/1/2012	1	12,661.44	4,072,338.56
8/1/2012	2	10,721.84	4,061,616.71
9/1/2012	3	10,760.93	4,050,855.78
10/1/2012	4	10,800.17	4,040,055.61
11/1/2012	5	10,839.54	4,029,216.07
12/1/2012	6	10,879.06	4,018,337.01
1/1/2013	7	10,918.72	4,007,418.29
2/1/2013	8	10,958.53	3,996,459.76
3/1/2013	9	10,998.48	3,985,461.28
4/1/2013	10	11,038.58	3,974,422.69
5/1/2013	11	11,078.83	3,963,343.87
6/1/2013	12	11,119.22	3,952,224.65
7/1/2013	13	11,159.76	3,941,064.89
8/1/2013	14	11,200.44	3,929,864.44
9/1/2013	15	11,241.28	3,918,623.17
10/1/2013	16	11,282.26	3,907,340.90
11/1/2013	17	11,323.40	3,896,017.51
12/1/2013	18	11,364.68	3,884,652.83
1/1/2014	19	11,406.11	3,873,246.71
2/1/2014	20	11,447.70	3,861,799.01
3/1/2014	21	11,489.43	3,850,309.58
4/1/2014	22	11,531.32	3,838,778.26
5/1/2014	23	11,573.36	3,827,204.89
6/1/2014	24	11,615.56	3,815,589.33
7/1/2014	25	11,657.91	3,803,931.43
8/1/2014	26	11,700.41	3,792,231.02
9/1/2014	27	11,743.07	3,780,487.95
10/1/2014	28	11,785.88	3,768,702.07
11/1/2014	29	11,828.85	3,756,873.22
12/1/2014	30	11,871.98	3,745,001.24
1/1/2015	31	11,915.26	3,733,085.98
2/1/2015	32	11,958.70	3,721,127.28
3/1/2015	33	12,002.30	3,709,124.98
4/1/2015	34	12,046.06	3,697,078.92
5/1/2015	35	12,089.98	3,684,988.94
6/1/2015	36	12,134.05	3,672,854.89
7/1/2015	37	12,178.29	3,660,676.59
8/1/2015	38	12,222.69	3,648,453.90
9/1/2015	39	12,267.26	3,636,186.65
10/1/2015	40	12,311.98	3,623,874.67

Date	Payment Number	Principal Payment	Purchase Price
11/1/2015	41	12,356.87	3,611,517.80
12/1/2015	42	12,401.92	3,599,115.88
1/1/2016	43	12,447.13	3,586,668.75
2/1/2016	44	12,492.51	3,574,176.23
3/1/2016	45	12,538.06	3,561,638.17
4/1/2016	46	12,583.77	3,549,054.40
5/1/2016	47	12,629.65	3,536,424.75
6/1/2016	48	12,675.69	3,523,749.06
7/1/2016	49	12,721.91	3,511,027.15
8/1/2016	50	12,768.29	3,498,258.86
9/1/2016	51	12,814.84	3,485,444.02
10/1/2016	52	12,861.56	3,472,582.46
11/1/2016	53	12,908.45	3,459,674.00
12/1/2016	54	12,955.52	3,446,718.49
1/1/2017	55	13,002.75	3,433,715.74
2/1/2017	56	13,050.15	3,420,665.58
3/1/2017	57	13,097.73	3,407,567.85
4/1/2017	58	13,145.49	3,394,422.36
5/1/2017	59	13,193.41	3,381,228.95
6/1/2017	60	13,241.51	3,367,987.44
7/1/2017	61	13,289.79	3,354,697.65
8/1/2017	62	13,338.24	3,341,359.41
9/1/2017	63	13,386.87	3,327,972.54
10/1/2017	64	13,435.68	3,314,536.86
11/1/2017	65	13,484.66	3,301,052.20
12/1/2017	66	13,533.82	3,287,518.37
1/1/2018	67	13,583.17	3,273,935.21
2/1/2018	68	13,632.69	3,260,302.52
3/1/2018	69	13,682.39	3,246,620.13
4/1/2018	70	13,732.27	3,232,887.86
5/1/2018	71	13,782.34	3,219,105.52
6/1/2018	72	13,832.59	3,205,272.93
7/1/2018	73	13,883.02	3,191,389.91
8/1/2018	74	13,933.63	3,177,456.27
9/1/2018	75	13,984.43	3,163,471.84
10/1/2018	76	14,035.42	3,149,436.42
11/1/2018	77	14,086.59	3,135,349.83
12/1/2018	78	14,137.95	3,121,211.88
1/1/2019	79	14,189.49	3,107,022.39
2/1/2019	80	14,241.22	3,092,781.17
3/1/2019	81	14,293.15	3,078,488.02
4/1/2019	82	14,345.26	3,064,142.77
5/1/2019	83	14,397.56	3,049,745.21

Date	Payment Number	Principal Payment	Purchase Price
6/1/2019	84	14,450.05	3,035,295.16
7/1/2019	85	14,502.73	3,020,792.43
8/1/2019	86	14,555.60	3,006,236.83
9/1/2019	87	14,608.67	2,991,628.16
10/1/2019	88	14,661.93	2,976,966.22
11/1/2019	89	14,715.39	2,962,250.84
12/1/2019	90	14,769.04	2,947,481.80
1/1/2020	91	14,822.88	2,932,658.92
2/1/2020	92	14,876.92	2,917,781.99
3/1/2020	93	14,931.16	2,902,850.83
4/1/2020	94	14,985.60	2,887,865.23
5/1/2020	95	15,040.23	2,872,824.99
6/1/2020	96	15,095.07	2,857,729.92
7/1/2020	97	15,150.10	2,842,579.82
8/1/2020	98	15,205.34	2,827,374.48
9/1/2020	99	15,260.77	2,812,113.71
10/1/2020	100	15,316.41	2,796,797.30
11/1/2020	101	15,372.25	2,781,425.04
12/1/2020	102	15,428.30	2,765,996.75
1/1/2021	103	15,484.55	2,750,512.20
2/1/2021	104	15,541.00	2,734,971.20
3/1/2021	105	15,597.66	2,719,373.54
4/1/2021	106	15,654.53	2,703,719.01
5/1/2021	107	15,711.60	2,688,007.41
6/1/2021	108	15,768.88	2,672,238.52
7/1/2021	109	15,826.37	2,656,412.15
8/1/2021	110	15,884.07	2,640,528.08
9/1/2021	111	15,941.98	2,624,586.09
10/1/2021	112	16,000.11	2,608,585.98
11/1/2021	113	16,058.44	2,592,527.54
12/1/2021	114	16,116.99	2,576,410.56
1/1/2022	115	16,175.75	2,560,234.81
2/1/2022	116	16,234.72	2,544,000.09
3/1/2022	117	16,293.91	2,527,706.18
4/1/2022	118	16,353.31	2,511,352.86
5/1/2022	119	16,412.94	2,494,939.93
6/1/2022	120	16,472.78	2,478,467.15
7/1/2022	121	16,532.83	2,461,934.32
8/1/2022	122	16,593.11	2,445,341.21
9/1/2022	123	16,653.60	2,428,687.61
10/1/2022	124	16,714.32	2,411,973.29
11/1/2022	125	16,775.26	2,395,198.03
12/1/2022	126	16,836.42	2,378,361.61

Date	Payment Number	Principal Payment	Purchase Price
1/1/2023	127	16,897.80	2,361,463.81
2/1/2023	128	16,959.41	2,344,504.41
3/1/2023	129	17,021.24	2,327,483.17
4/1/2023	130	17,083.29	2,310,399.88
5/1/2023	131	17,145.58	2,293,254.30
6/1/2023	132	17,208.09	2,276,046.21
7/1/2023	133	17,270.83	2,258,775.39
8/1/2023	134	17,333.79	2,241,441.59
9/1/2023	135	17,396.99	2,224,044.61
10/1/2023	136	17,460.41	2,206,584.19
11/1/2023	137	17,524.07	2,189,060.12
12/1/2023	138	17,587.96	2,171,472.16
1/1/2024	139	17,652.08	2,153,820.07
2/1/2024	140	17,716.44	2,136,103.63
3/1/2024	141	17,781.03	2,118,322.60
4/1/2024	142	17,845.86	2,100,476.74
5/1/2024	143	17,910.92	2,082,565.82
6/1/2024	144	17,976.22	2,064,589.60
7/1/2024	145	18,041.76	2,046,547.84
8/1/2024	146	18,107.54	2,028,440.30
9/1/2024	147	18,173.55	2,010,266.74
10/1/2024	148	18,239.81	1,992,026.93
11/1/2024	149	18,306.31	1,973,720.62
12/1/2024	150	18,373.05	1,955,347.56
1/1/2025	151	18,440.04	1,936,907.53
2/1/2025	152	18,507.27	1,918,400.26
3/1/2025	153	18,574.74	1,899,825.52
4/1/2025	154	18,642.46	1,881,183.05
5/1/2025	155	18,710.43	1,862,472.62
6/1/2025	156	18,778.65	1,843,693.98
7/1/2025	157	18,847.11	1,824,846.87
8/1/2025	158	18,915.82	1,805,931.04
9/1/2025	159	18,984.79	1,786,946.26
10/1/2025	160	19,054.00	1,767,892.26
11/1/2025	161	19,123.47	1,748,768.79
12/1/2025	162	19,193.19	1,729,575.60
1/1/2026	163	19,263.17	1,710,312.43
2/1/2026	164	19,333.40	1,690,979.03
3/1/2026	165	19,403.88	1,671,575.15
4/1/2026	166	19,474.63	1,652,100.53
5/1/2026	167	19,545.63	1,632,554.90
6/1/2026	168	19,616.89	1,612,938.01
7/1/2026	169	19,688.41	1,593,249.60

Date	Payment Number	Principal Payment	Purchase Price
8/1/2026	170	19,760.19	1,573,489.42
9/1/2026	171	19,832.23	1,553,657.19
10/1/2026	172	19,904.54	1,533,752.65
11/1/2026	173	19,977.10	1,513,775.55
12/1/2026	174	20,049.94	1,493,725.61
1/1/2027	175	20,123.04	1,473,602.58
2/1/2027	176	20,196.40	1,453,406.17
3/1/2027	177	20,270.03	1,433,136.14
4/1/2027	178	20,343.93	1,412,792.21
5/1/2027	179	20,418.11	1,392,374.10
6/1/2027	180	20,492.55	1,371,881.55
7/1/2027	181	20,567.26	1,351,314.30
8/1/2027	182	20,642.24	1,330,672.05
9/1/2027	183	20,717.50	1,309,954.55
10/1/2027	184	20,793.03	1,289,161.52
11/1/2027	185	20,868.84	1,268,292.67
12/1/2027	186	20,944.93	1,247,347.75
1/1/2028	187	21,021.29	1,226,326.46
2/1/2028	188	21,097.93	1,205,228.53
3/1/2028	189	21,174.85	1,184,053.68
4/1/2028	190	21,252.05	1,162,801.64
5/1/2028	191	21,329.53	1,141,472.11
6/1/2028	192	21,407.29	1,120,064.81
7/1/2028	193	21,485.34	1,098,579.47
8/1/2028	194	21,563.67	1,077,015.80
9/1/2028	195	21,642.29	1,055,373.51
10/1/2028	196	21,721.19	1,033,652.32
11/1/2028	197	21,800.39	1,011,851.93
12/1/2028	198	21,879.87	989,972.06
1/1/2029	199	21,959.64	968,012.43
2/1/2029	200	22,039.70	945,972.73
3/1/2029	201	22,120.05	923,852.68
4/1/2029	202	22,200.70	901,651.98
5/1/2029	203	22,281.64	879,370.34
6/1/2029	204	22,362.87	857,007.47
7/1/2029	205	22,444.40	834,563.07
8/1/2029	206	22,526.23	812,036.83
9/1/2029	207	22,608.36	789,428.47
10/1/2029	208	22,690.79	766,737.69
11/1/2029	209	22,773.51	743,964.18
12/1/2029	210	22,856.54	721,107.64
1/1/2030	211	22,939.87	698,167.76
2/1/2030	212	23,023.51	675,144.26

Date	Payment Number	Principal Payment	Purchase Price
3/1/2030	213	23,107.45	652,036.81
4/1/2030	214	23,191.69	628,845.12
5/1/2030	215	23,276.25	605,568.87
6/1/2030	216	23,361.11	582,207.76
7/1/2030	217	23,446.28	558,761.49
8/1/2030	218	23,531.76	535,229.73
9/1/2030	219	23,617.55	511,612.18
10/1/2030	220	23,703.66	487,908.52
11/1/2030	221	23,790.08	464,118.44
12/1/2030	222	23,876.81	440,241.63
1/1/2031	223	23,963.86	416,277.77
2/1/2031	224	24,051.23	392,226.54
3/1/2031	225	24,138.92	368,087.62
4/1/2031	226	24,226.92	343,860.69
5/1/2031	227	24,315.25	319,545.44
6/1/2031	228	24,403.90	295,141.54
7/1/2031	229	24,492.87	270,648.67
8/1/2031	230	24,582.17	246,066.50
9/1/2031	231	24,671.79	221,394.71
10/1/2031	232	24,761.74	196,632.96
11/1/2031	233	24,852.02	171,780.95
12/1/2031	234	24,942.63	146,838.32
1/1/2032	235	25,033.56	121,804.76
2/1/2032	236	25,124.83	96,679.93
3/1/2032	237	25,216.43	71,463.50
4/1/2032	238	25,308.37	46,155.13
5/1/2032	239	25,400.64	20,754.49
6/1/2032	240	20,754.49	0.00

EXHIBIT C TO LEASE PURCHASE AGREEMENT

FORM OF INVESTMENT LETTER

Date: _____

Independent School District No. 16 of Payne County, State of Oklahoma
314 S. Lewis Street
Stillwater, OK 74074

The Public Finance Law Group PLLC
5657 N. Classen Boulevard, Suite 100
Oklahoma City, OK 73118

Rosenstein Fist & Ringold
Park Centre
525 S. Main, Suite 700
Tulsa, OK 74103

RE: $4,085,000 Independent School District No. 16 of Payne County, State of Oklahoma, Lease Purchase Agreement, Series 2012 (Taxable)

Ladies and Gentlemen:

The undersigned (the "Lessor") hereby agrees to enter into the above referenced Lease Purchase Agreement dated as of June 5, 2012 (the "Agreement") which has been accepted by Independent School District No. 16 of Payne County, State of Oklahoma (also known as Stillwater Public Schools and referred to herein as the "Lessee" or the "District"). The principal amount which we will enter into is set forth below the signature of the Lessor at the end of this letter.

The Lessor acknowledges receipt of the financing documents prepared in connection with the execution of the Agreement including, but not limited to, (i) the Agreement, and (ii) the Escrow and Paying Agent Agreement dated as of June 5, 2012 (the "Escrow Agreement") by and among the Lessor, the Lessee, and BOKF, NA dba Bank of Oklahoma, Tulsa, Oklahoma (the "Escrow Agent"). The referenced financing documents shall be referred to herein collectively as the "Offering Information". The Lessor has had the opportunity to review and understands the Offering Information. No oral representation has been made or oral information furnished to the Lessor in connection with the Agreement which was in any way inconsistent with the Offering Information.

In connection with the private placement of the Agreement, the Lessor hereby acknowledges and represents that: (i) the Lessor has received certain information in connection with the offer and sale of the Agreement contained in the Offering Information; (ii) the District has made available to the Lessor the opportunity to obtain additional information to verify the accuracy of the information supplied and to evaluate the merits and risks of an investment in the Agreement and (iii) the Lessor has had the opportunity to ask questions of and receive answers from representatives of the District concerning the terms and conditions of the offering and the

information supplied to the Lessor. The Lessor acknowledges that, as between us and the addressees of this letter, (a) we have assumed responsibility for obtaining such information and making such review as we have deemed necessary or desirable in connection with our decision to enter into the Agreement and (b) the Offering Information and information we have specifically requested from the District constitute all information and, with the investigation made by us prior to our entering into the Agreement, constitutes all the review that we have deemed necessary or desirable in connection with our decision to approve the Agreement.

The Lessor is an "accredited investor" as such term is defined in Rule 501 of Regulation D as promulgated by the Securities and Exchange Commission and we can bear the economic risk of entering into the Agreement, and have such knowledge and experience in business and financial matters, as to be capable of evaluating the merits and risks of an investment in the Agreement on the basis of the information and review described in the next preceding paragraph. (Check the box specifically describing your status as an "accredited investor" and initial at the line provided.

[ ] A bank as defined in Section 3(a)(2) of the 1933 Act, or any savings and loan or other institution as defined in 3(a)(5)(A) of the 1933 Act, whether acting in its individual or fiduciary capacity; insurance company as defined in Section 2(13) of the 1933 Act; investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of $5,000,000; employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000.

_____ Initial of executing Officer.

[ ] A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

_____ Initial of executing Officer.

[ ] An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trusts, or partnership with total assets in excess of $5,000,000.

_____ Initial of executing Officer.

The Lessor understands that the Agreement has not been registered under the Securities Act of 1933, as amended, nor has it been registered under any state securities laws, and the Offering

Information has not been filed with or reviewed by any state or federal securities department or agency.

The Lessor understands that the following language is contained in the Agreement and the Lessor understands said language and agrees to the restriction contained in the language:

> "The Agreement shall not be offered, transferred, assigned, sold, pledged, or disposed of unless (i) the proposed transferee is an "accredited investor" as such term is defined in Rule 501 of Regulation D as promulgated by the Securities and Exchange Commission and (ii) the transferee subscribes in writing to the representations, warranties and covenants required under the Investment Letter attached as an Exhibit to the Agreement, and delivers the same to the Escrow Agent."

The Agreement is being entered into for the Lessor's own account for investment and not for the account of any other person and not with a view to or in connection with distribution, assignment or resale to others, and no other person has a direct or indirect beneficial interest in such Agreement. The purchase price of and the interest rate on the Agreement were determined in response to a written request for bids for the Agreement. The yield on the Agreement is comparable to the yield we offered or would have offered on other obligations of similar character and credit quality.

The undersigned hereby represents, warrants and agrees that the Agreement shall not be offered, transferred, assigned, sold, pledged or disposed of unless, prior thereto, the transferee subscribes in writing to the representations, warranties and covenants required under the Investment Letter attached as an Exhibit to the Agreement, and delivers the same to the Escrow Agent. We agree not to sell or transfer the Agreement except in compliance with any applicable federal or state securities laws.

[Remainder of Page Left Blank Intentionally]

Very truly yours,

LESSOR: _____

By: _____
Name: _____
Title: _____

PRINCIPAL AMOUNT PURCHASED: $_____

PURCHASE PRICE: $_____

EXHIBIT D TO LEASE PURCHASE AGREEMENT

CLOSING CERTIFICATE OF THE LESSEE

[See Tab 11 of the Transcript of Proceedings]

EXHIBIT E TO LEASE PURCHASE AGREEMENT

OPINION OF COUNSEL

[See Tab 8 of the Transcript of Proceedings]

EXHIBIT F TO LEASE PURCHASE AGREEMENT

ESCROW AND PAYING AGENT AGREEMENT

[See Tab 5 of the Transcript of Proceedings]

LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT (the "Agreement"), is dated as of December 31, 2013, by and between **Bank SNB, National Association**, as Lessor (the "Lessor"), and **Independent School District No. 16 of Payne County, State of Oklahoma**, as Lessee (the "Lessee"), wherein the parties hereby agree as follows:

Section 1. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Lease Purchase Agreement dated as of December 31, 2013, and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to this Agreement.

"Cancellation Event" means "Cancellation Event" as defined in Section 8 hereto.

"Casualty Loss" means "Casualty Loss" as defined in Section 26 of this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" is the date when the term of this Agreement and Lessee's obligation to pay rent commences, which date will be the earlier of (i) the date on which the Property is accepted by Lessee in the manner described in Section 12, or (ii) the date on which sufficient moneys to purchase the Property are deposited for that purpose with an escrow agent.

"Contract" means any contract or contracts for the acquisition and/or installation of the Property.

"Escrow Agent" means BOKF, NA dba Bank of Oklahoma, Tulsa, Oklahoma.

"Escrow Agreement" means that certain Escrow and Paying Agent Agreement dated as of December 31, 2013, by and among the Lessee, the Lessor, and the Escrow Agent.

"Equipment" means the property designated as Equipment and described on the Property Schedule attached hereto as Exhibit A, as supplemented from time to time, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

"Event of Default" means an Event of Default described in Section 35.

"Lease Term" means the Original Term and any Renewal Terms, but ending on the occurrence of the earliest event specified in Section 6.

"Lessee" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Lessor" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Maximum Term" means the Original Term and any Renewal Term ending on the last Payment Date set forth on the Payment Schedule.

"Net Proceeds" mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Nonrenewal Event" means "Nonrenewal Event" as defined in Section 8 hereto.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Payment" or "Payments" means the payment (individually) or payments (collectively) of principal or interest payable by Lessee pursuant to Section 9 and as reflected on Exhibit B.

"Payment Dates" means the dates set forth on the Payment Schedule on which Payments of principal or interest are due.

"Payment Schedule" means the schedule of Payments and Purchase Price set forth on Exhibit B.

"Project" means the acquisition of certain real property containing approximately 21.57 acres of land located at 5005-5021 North Perkins Road, and 808 E. Richmond Road, Stillwater, Oklahoma, and identified as Lots 2, 3, 4 and 5 of Northgate Commercial Area, First Section to the City of Stillwater, Payne County, Oklahoma, including the buildings and all fixtures and equipment appurtenant to the buildings and certain other items of personal property, for the purpose of consolidating the Lessee's operational services, including but not limited to child nutrition, transportation, maintenance, and technology services.

"Property" means collectively the Real Property and the Equipment as set forth in Exhibit A attached hereto.

"Purchase Price" means the amount set forth on the Payment Schedule that Lessee may, at its option, pay to Lessor to purchase the Property. If there is no "Purchase Price" column set forth on the Payment Schedule, then the Purchase Price shall mean 100% of the outstanding principal amount of the collective remaining Payments. With respect an incremental purchase of the Property (as contemplated by Section 31 herein), the applicable portion of the Purchase Price shall reflect the value of the portion of the Property to be purchased as set forth in the applicable Property Schedule attached hereto as Exhibit A.

"Real Property" means the property designated as Real Property and described as Tracts I and II on the Property Schedule attached hereto as Exhibit A, as supplemented from time to time, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

"Renewal Term" means "Renewal Term" as defined in Section 8 hereto.

"Return Date" means the last day of the fiscal year for which appropriations were made for the Payments due under this Agreement if a Nonrenewal Event occurs or the effective date of the cancellation of this Agreement if a Cancellation Event occurs.

"State" means the State of Oklahoma.

"Tax Regulatory Agreement" means that certain Tax Regulatory Agreement of even date herewith as described in Section 3 herein.

"Vendor" means in the case of Equipment, any manufacturer(s) of the Equipment as well as the agents or dealers of the manufacturer(s) from whom Lessor purchased or is purchasing the Equipment listed on Exhibit A. In the case of improvements to the Real Property, the term "Vendor" shall mean the Contractors or Sub-Contractors providing labor and materials for the construction of the improvement.

Section 2. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a political subdivision of the State and has a substantial amount of one or more of the following sovereign powers: (i) the power to tax, (ii) the power of eminent domain, and (iii) police power.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder. Lessee has duly authorized the execution and delivery of this Agreement under the terms and provisions of the resolution of its Board of Education or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement against Lessee, and that this Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms, except to the extent limited by bankruptcy, reorganization or other laws of general application relating to effecting the enforcement of creditors' rights in general.

(c) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(d) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(e) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to meet its financial obligations for the Original Term.

(f) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Property, including, without limitation the Public Competitive Bidding Act of 1974, Oklahoma Statute Title 61 Section 101, *et seq.*, as amended (the "Competitive Bidding Act").

(g) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(h) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.

(i) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest of other encumbrance on any assets of Lessee or the Property pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(j) The Property described in this Agreement is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish until the expiration of the Maximum Term of this Agreement.

(k) Lessee reasonably expects that it will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Agreement has been entered into and in any event within three (3) years following the Commencement Date.

(l) Lessee has never failed to ratify or otherwise renew the initial term or any renewal term of any lease purchase, installment sale or other similar agreement through the maximum term of the agreement.

(m) The useful life of the Property will not be less than the Maximum Term.

(n) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to induce Lessor to enter into this Agreement and the Escrow Agreement, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

(o) Lessee has provided Lessor with audited financial statements through June 30, 2012. Lessee has experienced no material change in its financial condition since June 30, 2012.

(p) Lessee shall pay the excess (if any) of the actual costs of acquiring the Property under the Agreement over the amount deposited by Lessor in the escrow fund established under the Escrow Agreement and interest earnings thereon.

(q) Lessee represents that the estimated total costs of the Property will not be less than the total principal portion of the Payments.

(r) No part of the Property is located in a 100 year Flood Plain or in an identified "flood prone area," as defined pursuant to the Flood Disaster Protection Act of 1973, as amended, and in the event of such occurrence, Lessee shall provide Lessor a flood insurance policy in an amount equal to the lesser of the Purchase Price amount or the maximum amount of flood insurance available under the Flood Disaster Protection Act of 1973, as amended.

(s) (i) All construction contracts with Vendors with respect to the Project are, or shall be, awarded in accordance with the provisions of the Competitive Bidding Act, (ii) the general contractor for the Project is properly licensed and experienced in comparable projects, (iii) all construction contracts with Vendors exceeding $50,000.00 in amount awarded in connection with the Project are guaranteed fixed price contracts which meet the requirements contained in the Competitive Bidding Act, (iv) all Vendors in connection with the Project will provide bonds and/or irrevocable letters of credit in connection with its contract as required by the Competitive Bidding Act.

(t) Lessee, as an independent school district, is a state or a duly organized and validly existing body corporate and politic and a political subdivision or agency thereof within the meaning of Section 103 of Code.

(u) Lessee is not in breach of or in default under any constitutional provision, applicable law or administrative rule or regulation of the State, the United States, or of any department, division, agency or instrumentality of either thereof or any applicable court or administrative decree or order, or any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument to which the Lessee is a party or to which the Lessee or any property or assets of the Lessee is otherwise subject or bound which in any material way, directly or indirectly, affects the Lessee's entering into this Agreement, or the validity thereof, the validity or adoption of the resolution authorizing Lessee to enter into this Agreement, the execution and delivery of this Agreement or other instruments contemplated thereby to which the Lessee is a party, and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any constitutional provision, applicable law or administrative rule or regulation of the State, the United States, or of any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order, or any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument to which the Lessee is a party or to which the Lessee or any of the property or assets of the Lessee is otherwise subject or bound.

(v) Lessee shall cause said books of record and account to be audited annually as of the close of each fiscal year by a firm of independent certified public accountants that holds a valid permit to practice as determined by the Oklahoma Accountancy Board and in accordance with Title 74, Oklahoma Statutes, Section 212A (B) selected by the Lessee.

Section 3. Tax Regulatory Agreement. Lessee will enter into the Tax Regulatory Agreement on the Commencement Date, which will set forth the representations and covenants applicable to the Federal tax treatment of this Agreement, including the Lessee's covenant to comply with Sections 103 and 141 to 150 of the Code and the applicable Regulations to ensure that interest on the

Agreement is excluded from the gross income of the Lessor for federal income tax purposes and will not take or omit to take or permit any person or entity to take or omit to take any action which would cause interest on the Agreement to be included in the gross income of the Lessor for federal income tax purposes by reason of Section 103(b) of the Code and the applicable Regulations.

Section 4. Lease of Property. Lessor hereby demises, leases and lets the Property to Lessee, and Lessee rents, leases and hires the Property from Lessor, in accordance with the provisions of this Agreement, for the Lease Term.

Section 5. Lease Term. The Lease Term of this Agreement will consist of the Original Term and all Renewal Terms ending with the expiration of the Maximum Term as set forth on Exhibit B. The Lessee has the option to renew the Lease Term of this Agreement and each Renewal Term shall be twelve months, shall correspond to the Lessee's fiscal year and shall commence on the first day following the last day of the Original Term or the preceding Renewal Term, as the case may be; provided that the last scheduled Renewal Term shall be the lesser number of months as may be necessary to extend the Lease Term to the date that the last Payment in the Payment Schedule is due and payable. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term.

Section 6. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term of this Agreement unless extended by mutual ratification pursuant to the provisions of Section 8;

(b) the exercise by Lessee of the option to purchase the Property and payment of the Purchase Price and all amounts payable in connection therewith;

(c) a default by Lessee and Lessor's election to terminate this Agreement under Section 36; or

(d) the payment by Lessee of all Payments authorized or required to be paid by Lessee hereunder during the Maximum Term.

Section 7. Continuation of Lease Term. Lessee currently intends to continue the Lease Term through the Original Term for the Maximum Term and to pay the Payments due or becoming due hereunder from legally available funds. Lessee reasonably believes that it can obtain legally available funds in an amount sufficient to make all Payments during the Maximum Term. Lessor acknowledges that this Agreement is not a general obligation of the Lessee and that there will be no pledge of the full faith and credit of the Lessee or the taxing power of the Lessee as a source of security for the Payments hereunder.

Section 8. Non-Ratification and Right of Termination; Nonrenewal Event; Cancellation Event. Upon expiration of the Original Term, the Agreement may be renewed by ratification for successive fiscal years each beginning on July 1st and ending on June 30th (each a "Renewal Term"). Pursuant to Title 62, Oklahoma Statutes Section 430.1 and Title 70, Oklahoma Statutes Section 5-117, continuation of this Agreement past the Original Term (representing the remaining portion of

the fiscal year ending June 30, 2014) or any subsequent Renewal Term is dependent upon mutual ratification by Lessee and Lessor. Lessor hereby ratifies all Renewal Terms approved by the Lessee through the end of the Maximum Term. As part of Lessee's ratification, Lessee agrees to affirmatively act by providing Lessor with notice of its intent to renew this Agreement for the applicable Renewal Term, provided that the act of the governing body of the Lessee whereby it appropriates funds to make the requisite Payments hereunder that are due and payable in a succeeding Renewal Term shall be deemed such an affirmative act of the Lessee. Lessee is obligated only to pay such Payments under this Agreement as may be lawfully made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to ratify the Agreement, the Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination as soon as reasonably practical but in any event within thirty (30) days following the end of the then current Original Term or Renewal Term, but failure to give such notice shall not act to extend the term beyond the last day of the fiscal year for which such ratification was made.

If Lessee fails to renew a Lease Term as provided in Section 5 above, then a "Nonrenewal Event" shall be deemed to have occurred. If under Title 62, Oklahoma Statutes Section 430.1 (or any successor provision of Oklahoma law) Lessee's governing body by a proper resolution adopted by the governing body and entered into the official records or minutes of the governing body certifies that the continuation of the Lease Term of this Agreement is unnecessary or contrary to the public interest, then a "Cancellation Event" shall be deemed to have occurred. If a Nonrenewal Event or a Cancellation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Nonrenewal Event or Cancellation Event; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Property covered by this Agreement, at Lessee's sole expense, in a manner that is consistent with Section 36(b) hereto; (c) if a Nonrenewal Event is the reason for the return of the Property, then Lessee shall pay all Payments and other amounts payable hereunder for which funds shall have been appropriated and this Agreement shall terminate on the Return Date without penalty to Lessee; (d) if a Cancellation Event is the reason for the return of the Property, then Lessee shall pay all Payments and other amounts payable hereunder through the Return Date and this Agreement shall terminate on the Return Date without penalty to Lessee; and (e) Lessor shall refund to Lessee the interest portion of any Payment previously paid hereunder which has not been earned by Lessor as of the Return Date.

Section 9. Payments. The Lessee will pay Payments, from legally available funds, in the amounts and on the dates set forth on the Payment Schedule. Payments will be in consideration for Lessee's use of the Property during the fiscal year in which such payments are due. Any Payment not received on or before its scheduled Payment Date will bear interest at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from its Payment Date. All Payments shall be made by the Lessee to the Escrow Agent, and the Escrow Agent shall then remit the Payment to the Lessor pursuant to the Escrow Agreement. In any case where any Payment Date shall fall due on a Saturday, a Sunday, a legal holiday, or a day upon which banking institutions in the City of Tulsa, Oklahoma, or in such other locality as the Escrow Agent may maintain its principal offices, are authorized by law to close for business, then the corresponding Payment need not be made on such date, but shall be made on the next succeeding banking day with the same force and effect as if made on the day upon which said Payment falls due; provided however, in order to facilitate the timely payment of debt service on the Note, Lessee agrees that it shall transfer

or cause to be transferred such Payments to the Escrow Agent on behalf of the Lessor not later than the business day immediately preceding the scheduled Payment Date..

Section 10. Interest Component. As set forth on the Payment Schedule, a portion of each Payment is paid as, and represents payment of, interest.

Section 11. Payments To Be Unconditional. The obligations of Lessee to make Payments and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Property to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Property or any accident, condemnation or unforeseen circumstances.

Section 12. Acquisition, Delivery, Construction, Installation and Acceptance of the Property. Lessor shall cause to be acquired and/or constructed the Project, which consists of the Real Property specified on Exhibit A, together with any buildings and other improvements thereon, and any and all Equipment, all in accordance with the plans and specifications approved by the Lessor and the Lessee with respect to the Project, which plans and specifications are hereby incorporated by reference. Any and all acquisition, delivery, construction, and installation costs in connection therewith shall be paid from the funds deposited in the escrow fund established under the Escrow Agreement, together with interest earnings thereon, or from other available funds of the Lessee; provided however, Lessor shall not be obligated to expend any funds in furtherance of the Project other than those funded deposited in said escrow fund established under the Escrow Agreement. When the Property has been acquired, delivered, constructed, and/or installed, Lessee will immediately accept the Property and evidence said acceptance by executing and delivering to Lessor an acceptance certificate (substantially in the form of Schedule A-2 of the Escrow Agreement), the form and substance of which acceptance certificate shall also be acceptable to Lessor. After it has been installed, the Property will not be moved from the location specified on Exhibit A without Lessor's consent, which consent will not be unreasonably withheld. Upon purchase and/or installation of any Equipment, the parties hereto shall execute supplemental schedule(s) to Exhibit A attached hereto for the purpose of detailing the Equipment purchased with proceeds of this Agreement, and said supplemental schedule(s) shall be incorporated herein and made a part of this Agreement.

Section 13. Enjoyment of Property. Lessor hereby covenants to provide Lessee with quiet use and enjoyment of the Property during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Property during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 14. Right of Inspection. Lessor will have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property.

Section 15. Use of the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee will obtain all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects

(including, without limitation, with respect to the use, maintenance and operation of each item of the Property) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement.

Section 16. Maintenance of Property. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Property in good repair, working order and condition. Lessor will have no responsibility to maintain, or repair or to make improvements or additions to the Property. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Property with each Vendor and furnish evidence thereof to Lessor.

Section 17. Assignment of Purchase Contract. At, or prior to the execution hereof, Lessee shall assign to Lessor, under certain Assignments of Real Estate Purchase and Sale Agreements acceptable in form and substance to Lessee and Lessor, that certain Contract of Sale dated as of September 13, 2013, by and between Steven M. Irby, Rebecca J. Irby, and Stillwater Designs and Audio, Inc. (collectively as "Seller"), and Lessee covering certain real property as described therein located in Payne County, Oklahoma (the "Purchase Contract"). The Lessor shall be responsible for the costs and expenses of the buyer contained in such Purchase Contract, but only to the extent funds are available for such purpose in the Escrow Fund held under the Escrow Agreement.

Lessor shall not be obligated to perform hereunder unless (i) the seller described in the Purchase Contract has satisfied each of the terms, conditions and provisions therein, (ii) Lessor shall have received a an Owner's Commitment for an Owner's Title Insurance Policy (the "Title Commitments") covering the Property, which Title Commitments shall be satisfactory to Lessor in all respects, (iii) Lessor shall have received a survey for the Property satisfactory to Lessor in all respects, and (iv) Lessor shall have received evidence that no part of the Property is located in a 100 year Flood Plain or in an identified "flood prone area", as defined pursuant to the Flood Disaster Protection Act of 1973, as amended, and in the event of such occurrence, or Lessee shall provide Lessor a flood insurance policy in an amount equal to the lesser of the Purchase Price amount or the maximum amount of flood insurance available under the Flood Disaster Protection Act of 1973, as amended.

Section 18. Title to the Property. Title to the Real Property shall initially vest in the Lessor subject to the rights of Lessee under this Agreement. Upon satisfaction of the incremental purchase provisions of Section 31 hereto, title to the Property shall transfer to the Lessee. Lessee shall not have any right, title or interest in the Property except as expressly set forth in this Agreement. Upon the occurrence of an Event of Default, or upon occurrence of non-ratification (including a Nonrenewal Event or a Cancellation Event) as set forth in Section 8, the Lessee will surrender possession of the Property to the Lessor. When the Lessee, by payment as scheduled under Exhibit B, shall have paid a sum equal to the Purchase Price (or the applicable portion thereof in case of an incremental purchase) plus interest at the agreed rate, the Property (or the applicable portion thereof) shall become the property of the Lessee and Lessor agrees to execute and deliver to Lessee one or more Special Warranty Deeds conveying to the Lessee all of Lessor's right, title and interest in and to the tract or tracts of Real Property, free and clear of all liens and interest of third parties created by, through or under Lessor. Upon receipt of such payments, Lessor shall also deliver to the Lessee

a good and sufficient bill of sale or other proper evidence of title thereto, transferring to Lessee all of Lessor's right, title and interest in the Equipment on an "AS-IS, WHERE-IS" basis with all faults, without recourse and without representation or warranty of any kind, express or implied, except for a representation that the Equipment is free and clear of any liens created by the Lessor. Lessor acknowledges and agrees that, notwithstanding the foregoing, Lessor will not be treated for Federal income tax purposes as the tax owner of the Property and, accordingly, Lessor will not take any Federal income tax benefits such as depreciation in respect of the Property during the Lease Term.

Section 19. Security Interest. To the extent permitted by law, Lessee hereby grants to Lessor a first priority security interest in Lessee's rights and interests in any and all of the Property designated as Equipment, all funds held by the Escrow Agent under the terms of the Escrow Agreement, and in any and all proceeds thereof (including, without limitation, any insurance proceeds therefrom). Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, uniform commercial code (UCC) financing statements and any amendments thereto.

Section 20. Certain Property to be Personal Property; Certain Property to be Real Property. Lessor and Lessee agree that the Property designated as Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, including the Real Property, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building, if other than the Lessor. Lessor and Lessee further agree that any Property not specifically designated as Equipment shall be deemed to be Real Property, and any improvements thereon shall be deemed to be attached to the real estate or any building thereon.

Section 21. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee will keep the Property free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes and other similar charges. If the use, possession or acquisition of the Property is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee will pay all gas, water, steam, electricity, light, heat or power, telephone or other utility services and other charges incurred in the use and maintenance of the Property. There shall be no abatement of Payments on account of interruption of any such services. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term.

Section 22. Insurance. At its own expense, Lessee will maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Property, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c)

workers' compensation coverage as required by the laws of the State. All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessor as a loss payee and additional insured, respectively, and may not be cancelled without thirty (30) days prior written notice to Lessor, and such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 23. Advances. In the event Lessee fails to maintain either the insurance required by this Agreement, pay taxes or charges required to be paid by it under this Agreement or fails to keep the Property in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and make such Property repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent for the Maximum Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 10% per annum or the maximum permitted by law, whichever is less.

Section 24. Financial Information. Lessee will provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor. Furthermore, Lessee shall deliver (i) audited annual financial statements to the Lessor within 180 days of the end of each fiscal year, including, a balance sheet, statement of revenues, expenses and changes in fund balances for budget and actual, statement of cash flow, rates, schedules and attachments to such financial statements, which audit shall be performed by a firm of independent certified public accountants holding a valid permit to practice as determined by the Oklahoma Accountancy Board and in accordance with Title 74, Oklahoma Statutes, Section 212A (B), (ii) an annual estimate of needs not later than thirty (30) days following commencement of each fiscal year, and (iii) other reports and information which the Lessor may reasonably request from time to time.

Section 25. Release and Indemnification. To the extent permitted by law, Lessee will indemnify, defend and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the ownership of any item of the Property, (b) the manufacturing, ordering, acquisition, possession, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury or death to any person or (d) the breach by Lessee of any covenant herein or any material misrepresentation by Lessee of any representation contained herein. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 26. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss, theft, damage or destruction of or damage to the Property, in whole or in part, from any cause whatsoever (a "Casualty Loss"). No such loss of or damage to the Property nor defect therein

nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Payments or to perform any other obligation under this Agreement. If a Casualty Loss occurs to any Property, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

Section 27. Damage, Destruction, Condemnation; Use of Proceeds. If (a) the Property or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property or any part thereof or the interest of Lessee or Lessor in the Property or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Lessee has purchased the Lessor's interest in the Property. Any balance of the Net Proceeds remaining after such work has been completed will be paid to Lessee.

Section 28. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 27, Lessee will either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Property. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Property will be retained by Lessee. If Lessee will make any payments pursuant to this Section, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under Section 9 hereto.

Section 29. Disclaimer of Warranties. LESSOR HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER, ITS DESIGN, DELIVERY, INSTALLATION OPERATION.

All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Agreement, and Lessor shall not be liable to Lessee for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by Lessee, at its sole expense, upon prior written notice to Lessor. Lessor may, but shall have no obligation whatsoever to participate in such claim or action on such warranty, at Lessor's expense. Any recovery under such a warranty shall be made payable jointly to Lessee and Lessor.

Section 30. Vendor's Warranties. ALL WARRANTIES, PROMISES AND SERVICE AGREEMENTS, IF ANY, RELATING TO THE PROPERTY THAT EACH VENDOR HAS MADE TO LESSOR IN CONNECTION WITH OR AS PART OF THE CONTRACT BY WHICH LESSOR ACQUIRED THE PROPERTY ARE HEREBY ASSIGNED TO LESSEE.

Lessee may communicate with each Vendor and receive an accurate and complete statement of all such warranties, promises and service agreements, if any. Lessee acknowledges that Lessee has selected each Vendor, who has sold and assigned the Property to Lessor, and that Lessee has directed Lessor to acquire the Property from each Vendor in connection with this Agreement. Lessee further acknowledges that this Agreement is a Finance Lease within the meaning of the Uniform Commercial Code and that Lessee is entitled to each of the Vendors' warranties and promises described above, if any.

Section 31. Incremental Purchase and Prepayment.

(a) *Incremental Purchase.* Lessee may, by paying the installments of principal at the time and in the amounts set forth on Exhibit "B", elect to acquire Lessor's right, title and interest in and to the Equipment and the Real Property; provided however, such acquisition shall only occur upon Lessee making all of the required Payments and/or payment of the then-applicable Purchase Price.

(b) *Optional Prepayment.* Prepayment shall not be permitted prior to June 1, 2017. So long as there is no Event of Default then existing, Lessee will have the option to effect the incremental purchase described above, in whole or in part, on any Payment Date on or after June 1, 2017, upon giving written notice to Lessor at least thirty (30) days before the date of such payment, and upon payment in full of the Payment then due hereunder plus all other amounts due hereunder plus the then-applicable Purchase Price (or portion thereof) to Lessor.

Section 32. Further Assurances. The parties hereto further covenant and agree to do, execute and deliver, or cause to be done, executed and delivered, and covenant and agree to use their best efforts to cause their successors and assigns to do, execute and deliver, or cause to be done, executed and delivered, all such further acts, transfers and assurances, for the better assuring, conveying and confirming unto Lessor and its successors and assigns, all and singular, the interests in the Property hereby assigned, and otherwise implementing the intention of the parties under this Agreement, as the parties and their successors and assigns reasonably shall request. Any performance required of Lessee or any payments required to be made by Lessee may, if not timely performed or paid, be performed or paid by Lessor, and in that event, Lessor shall be immediately reimbursed by Lessee for such payments and for any costs and expense, legal or otherwise associated with the payments or other performance by Lessor, with interest per annum thereon at 10% per annum or the maximum rate permitted by State law.

Section 33. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Property may be assigned and reassigned in whole or in part to one or more assignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment will not be effective until Lessee has received written notice of the name and address of the assignee. Provided further the Lessor agrees that the Agreement shall not be offered, transferred, assigned, sold, pledged, or disposed of unless (i) the proposed transferee is an "accredited investor" as such term is defined in Rule 501 of Regulation D as promulgated by the Securities and Exchange Commission and (ii) the transferee subscribes in writing to the representations, warranties and covenants required under the Investment Letter in the form attached as Exhibit C hereto, and delivers the same to the Escrow Agent.

Lessee will direct the Escrow Agent to retain all such notices as a register of all assignees and will direct the Escrow Agent to make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Property and in this Agreement and agrees to the filing of financing statements with respect to the Property and this Agreement. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may have against Lessor.

Section 34. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and the Property may be assigned, subleased or encumbered by Lessee for any reason.

Section 35. Events of Default Defined. Any of the following will be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement;

(e) Lessee (i) applies for or consents to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) is unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) makes a general assignment for the benefit of creditors, (iv) has an order for relief entered against it under applicable federal bankruptcy law, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

Section 36. Remedies on Default. Whenever any Event of Default exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Payments and other amounts payable by Lessee hereunder to the end of the then current Original or Renewal Term to be due;

(b) With or without terminating this Agreement, Lessor may enter the premises where the Property is located and retake possession of the Property or require Lessee at Lessee's expense to promptly return any or all of the Property to the possession of Lessor at a place specified by Lessor, and sell or lease the Property or, for the account of Lessee, sublease the Property, holding Lessee liable for the difference between (i) the Payments and other amounts payable by Lessee hereunder to the end of the Lease Term, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Property and all brokerage, auctioneers' and attorneys' fees);

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Property; and

(d) Under no circumstances shall Lessee be liable under this Section 36 for any amount in excess of the sum appropriated for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

Section 37. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it will not be necessary to give any notice, other than such notice as may be required in this Agreement.

Section 38. Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by Lessee.

Section 39. Binding Effect. This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

Section 40. Severability. In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 41. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 42. Amendments. This Agreement may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

Section 43. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 44. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 45. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State.

Section 46. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

INDEPENDENT SCHOOL DISTRICT NO. 16 OF PAYNE COUNTY, STATE OF OKLAHOMA ("LESSEE")

By: Debra Vincent

(SEAL)

Name: Debra Vincent

Title: President

Address for notices:

314 S. Lewis Street
Stillwater, OK 74074

BANK SNB, NATIONAL ASSOCIATION ("LESSOR")

By:

Name: Rex E. Horning

Title: Stillwater Division President

Address for notices:

608 South Main
Stillwater, OK 74074

EXHIBIT A TO LEASE PURCHASE AGREEMENT

PROPERTY SCHEDULE

See Property items described on the attached schedules.

[Form of Property Schedule]

Check here if Property is designated as Real Property [__]

Check here if Property is designated as Equipment [__]

Description of Property:

The Property described above is located at the following address:

State of Oklahoma

[LESSEE ADDRESS 1]

[LESSEE ADDRESS 2]

PROPERTY SCHEDULE #1

Check here if Property is designated as Real Property [X]

Check here if Property is designated as Equipment [__]

Description of Property:

Lots Two (2), Three (3), Four (4) and Five (5) NORTHGATE COMMERCIAL AREA FIRST SECTION, a portion of the Southwest Quarter (SW/4) of Section Twenty-five (25), Township Twenty (20) North, Range Two (2) East of the Indian Meridian, City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof.

AND

A tract of land in the Southwest Quarter (SW/4) of section Twenty-five (25), Township Twenty (20) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma, more particularly as follows:

Commencing at the Southwest Corner (SW/cor) of said Southwest Quarter (SW/4), a distance of 1412.63 feet, on a bearing of North 89 degrees 47 minutes 00 seconds East along the south line of said Southwest Quarter (SW/4), to the Southeast corner of Northgate Commercial Area; said point being the point of beginning:

Thence, North 00 degrees 25 minutes 06 seconds East, a distance of 417.93 feet along the east line of said Northgate Commercial Area;

Thence, on a curve to the left, having a radius of 135.00 feet, an arc length of 103.99 feet, a chord bearing of North 21 degrees 38 minutes 57 seconds West, and a chord distance of 101.44 feet;

Thence, North 43 degrees 43 minutes 00 seconds West, a distance of 76.67 feet;

Thence, on a curve to the right, having a radius of 442.47 feet, an arc length of 132.33 feet, a chord bearing of North 35 degrees 08 minutes 57 seconds West, and a chord distance of 131.83 feet;

Thence, North 26 degrees 34 minutes 54 seconds West, a distance of 74.99 feet;

Thence, South 63 degrees 25 minutes 06 seconds West, a distance of 85.44 feet;

Thence, on a curve to the right, having a radius of 346.97 feet, an arc length of 348.21 feet, a chord bearing of North 87 degrees 49 minutes 54 seconds West, and a chord distance of 333.78 feet;

Thence, North 59 degrees 04 minutes 54 seconds West; a distance of 155.13 feet to a point on the North line of said Northgate Commercial Area at said point being the Southwest corner of Lot 36 Block 1 North Tower Park Fifth Section;

Thence, North 89 degrees 47 minutes 00 seconds East, along the south line of said lot 36 block 1, a distance of 648.46 feet;

Thence, South 26 degrees 34 minutes 54 seconds East, a distance of 79.32 feet;

Thence, South 43 degrees 43 minutes 00 seconds East, a distance of 384.24 feet;

Thence, South 00 degrees 25 minutes 06 seconds West, a distance of 449.61 feet;

Thence, South 89 degrees 47 minutes 00 seconds West, a distance of 206.37 feet to the point of beginning;

Containing 200,181.99 square feet or 4.596 acres more or less and subject to all easements and rights of way thereof.

The Property described above is located at the following addresses:

State of Oklahoma

5005-5021 North Perkins Road, Stillwater, Oklahoma, AND

808 E. Richmond Road, Stillwater, Oklahoma

EXHIBIT B TO LEASE PURCHASE AGREEMENT

PAYMENT SCHEDULE

Commencement Date: 12/31/2013
Principal Amount: $2,460,000.00

Payment Date	Total Payment	Interest Rate*	Interest Payment**	Principal Payment	Balance	Purchase Price
					2,460,000.00	
6/1/2014	116,217.35	3.51%	36,217.35	80,000.00	2,380,000.00	2,380,000.00
12/1/2014	126,769.00	3.51%	41,769.00	85,000.00	2,295,000.00	2,295,000.00
6/1/2015	130,277.25	3.51%	40,277.25	90,000.00	2,205,000.00	2,205,000.00
12/1/2015	128,697.75	3.51%	38,697.75	90,000.00	2,115,000.00	2,115,000.00
6/1/2016	127,118.25	3.51%	37,118.25	90,000.00	2,025,000.00	2,025,000.00
12/1/2016	125,538.75	3.51%	35,538.75	90,000.00	1,935,000.00	1,935,000.00
6/1/2017	128,959.25	3.51%	33,959.25	95,000.00	1,840,000.00	1,840,000.00
12/1/2017	132,292.00	3.51%	32,292.00	100,000.00	1,740,000.00	1,740,000.00
6/1/2018	125,537.00	3.51%	30,537.00	95,000.00	1,645,000.00	1,645,000.00
12/1/2018	128,869.75	3.51%	28,869.75	100,000.00	1,545,000.00	1,545,000.00
6/1/2019	177,250.00	10.00%	77,250.00	100,000.00	1,445,000.00	1,445,000.00
12/1/2019	177,250.00	10.00%	72,250.00	105,000.00	1,340,000.00	1,340,000.00
6/1/2020	167,000.00	10.00%	67,000.00	100,000.00	1,240,000.00	1,240,000.00
12/1/2020	167,000.00	10.00%	62,000.00	105,000.00	1,135,000.00	1,135,000.00
6/1/2021	161,750.00	10.00%	56,750.00	105,000.00	1,030,000.00	1,030,000.00
12/1/2021	156,500.00	10.00%	51,500.00	105,000.00	925,000.00	925,000.00
6/1/2022	156,250.00	10.00%	46,250.00	110,000.00	815,000.00	815,000.00
12/1/2022	155,750.00	10.00%	40,750.00	115,000.00	700,000.00	700,000.00
6/1/2023	145,000.00	10.00%	35,000.00	110,000.00	590,000.00	590,000.00
12/1/2023	144,500.00	10.00%	29,500.00	115,000.00	475,000.00	475,000.00
6/1/2024	138,750.00	10.00%	23,750.00	115,000.00	360,000.00	360,000.00
12/1/2024	133,000.00	10.00%	18,000.00	115,000.00	245,000.00	245,000.00
6/1/2025	132,250.00	10.00%	12,250.00	120,000.00	125,000.00	125,000.00
12/1/2025	131,250.00	10.00%	6,250.00	125,000.00	0.00	0.00

* Interest in connection with the Agreement shall be at a variable interest rate equal to the Federal Home Loan Bank ("FHLB") 5 Year Rate plus 150 basis points, said rate to be established on the Commencement Date, and such rate to be reset on December 1, 2018, and December 1, 2023 (each a "Reset Date"); provided however, pursuant to Title 62, Oklahoma Statutes Section 430.1, the rate of interest payable on the Note shall at no time exceed ten percent (10%) per annum. For purposes of this Exhibit, the maximum possible interest rate is shown, and this Exhibit shall be revised upon each Reset Date to reflect the effective interest rate.

** Interest shall be computed based on a convention that utilizes twelve 30-day months and a 360-day year, and such interest shall accrue on the outstanding principal amount hereunder for each applicable Payment Date identified above.

EXHIBIT C TO LEASE PURCHASE AGREEMENT

FORM OF INVESTMENT LETTER

Date: _____

Independent School District No. 16 of Payne County, State of Oklahoma
314 S. Lewis Street
Stillwater, OK 74074

The Public Finance Law Group PLLC
5657 N. Classen Boulevard, Suite 100
Oklahoma City, OK 73118

Matthew S. Devlin, P.C.
P.O. Box 1243
Stillwater, OK 74076

RE: $2,460,000 Independent School District No. 16 of Payne County, State of Oklahoma, Lease Purchase Agreement, Series 2013 (Tax-Exempt)

Ladies and Gentlemen:

The undersigned (the "Lessor") hereby agrees to enter into the above referenced Lease Purchase Agreement dated as of December 31, 2013 (the "Agreement") which has been accepted by Independent School District No. 16 of Payne County, State of Oklahoma (also known as Stillwater Public Schools and referred to herein as the "Lessee" or the "District"). The principal amount which we will enter into is set forth below the signature of the Lessor at the end of this letter.

The Lessor acknowledges receipt of the financing documents prepared in connection with the execution of the Agreement including, but not limited to, (i) the Agreement, and (ii) the Escrow and Paying Agent Agreement dated as of December 31, 2013 (the "Escrow Agreement") by and among the Lessor, the Lessee, and BOKF, NA dba Bank of Oklahoma, Tulsa, Oklahoma (the "Escrow Agent"). The referenced financing documents shall be referred to herein collectively as the "Offering Information". The Lessor has had the opportunity to review and understands the Offering Information. No oral representation has been made or oral information furnished to the Lessor in connection with the Agreement which was in any way inconsistent with the Offering Information.

In connection with the private placement of the Agreement, the Lessor hereby acknowledges and represents that: (i) the Lessor has received certain information in connection with the offer and sale of the Agreement contained in the Offering Information; (ii) the District has made available to the Lessor the opportunity to obtain additional information to verify the accuracy of the information supplied and to evaluate the merits and risks of an investment in the Agreement and (iii) the Lessor has had the opportunity to ask questions of and receive answers from representatives of the District concerning the terms and conditions of the offering and the

information supplied to the Lessor. The Lessor acknowledges that, as between us and the addressees of this letter, (a) we have assumed responsibility for obtaining such information and making such review as we have deemed necessary or desirable in connection with our decision to enter into the Agreement and (b) the Offering Information and information we have specifically requested from the District constitute all information and, with the investigation made by us prior to our entering into the Agreement, constitutes all the review that we have deemed necessary or desirable in connection with our decision to approve the Agreement.

The Lessor is an "accredited investor" as such term is defined in Rule 501 of Regulation D as promulgated by the Securities and Exchange Commission and we can bear the economic risk of entering into the Agreement, and have such knowledge and experience in business and financial matters, as to be capable of evaluating the merits and risks of an investment in the Agreement on the basis of the information and review described in the next preceding paragraph. (Check the box specifically describing your status as an "accredited investor" and initial at the line provided.

[ ] A bank as defined in Section 3(a)(2) of the 1933 Act, or any savings and loan or other institution as defined in 3(a)(5)(A) of the 1933 Act, whether acting in its individual or fiduciary capacity; insurance company as defined in Section 2(13) of the 1933 Act; investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of $5,000,000; employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000.

_____ Initial of executing Officer.

[ ] A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

_____ Initial of executing Officer.

[ ] An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trusts, or partnership with total assets in excess of $5,000,000.

_____ Initial of executing Officer.

The Lessor understands that the Agreement has not been registered under the Securities Act of 1933, as amended, nor has it been registered under any state securities laws, and the Offering

Information has not been filed with or reviewed by any state or federal securities department or agency.

The Lessor understands that the following language is contained in the Agreement and the Lessor understands said language and agrees to the restriction contained in the language:

> "The Agreement shall not be offered, transferred, assigned, sold, pledged, or disposed of unless (i) the proposed transferee is an "accredited investor" as such term is defined in Rule 501 of Regulation D as promulgated by the Securities and Exchange Commission and (ii) the transferee subscribes in writing to the representations, warranties and covenants required under the Investment Letter attached as an Exhibit to the Agreement, and delivers the same to the Escrow Agent."

The Agreement is being entered into for the Lessor's own account for investment and not for the account of any other person and not with a view to or in connection with distribution, assignment or resale to others, and no other person has a direct or indirect beneficial interest in such Agreement. The purchase price of and the interest rate on the Agreement were determined in response to a written request for bids for the Agreement. The yield on the Agreement is comparable to the yield we offered or would have offered on other tax-exempt obligations of similar character and credit quality.

The undersigned hereby represents, warrants and agrees that the Agreement shall not be offered, transferred, assigned, sold, pledged or disposed of unless, prior thereto, the transferee subscribes in writing to the representations, warranties and covenants required under the Investment Letter attached as an Exhibit to the Agreement, and delivers the same to the Escrow Agent. We agree not to sell or transfer the Agreement except in compliance with any applicable federal or state securities laws.

Very truly yours,

LESSOR: _____

By: _____
Name: _____
Title: _____

PRINCIPAL AMOUNT PURCHASED: $_____

PURCHASE PRICE: $_____

EXHIBIT D TO LEASE PURCHASE AGREEMENT

CLOSING CERTIFICATE OF THE LESSEE

[See Tab 13 of the Transcript of Proceedings]

EXHIBIT E TO LEASE PURCHASE AGREEMENT

OPINION OF COUNSEL

[See Tab 8 of the Transcript of Proceedings]

EXHIBIT F TO LEASE PURCHASE AGREEMENT

ESCROW AND PAYING AGENT AGREEMENT

[See Tab 5 of the Transcript of Proceedings]

TK-78-1549

Purchaser: Stillwater Public Schools
314 S. Lewis Street
Stillwater, OK 74074
Hereinafter referred to as "Purchaser", "you', and "your".

Location: Stillwater Public Schools
314 S. Lewis Street
Stillwater, OK 74074

By: ThyssenKrupp Elevator Corporation
4100 Will Rogers Pkway,, Ste 200
Oklahoma City, OK 73108
Telephone: (405)949-1916Ext 1480, (405)301-5278
Fax: (866)558-8568
E-Mail: adam.evans@thyssenkrupp.com
Internet: www.thyssenkruppelevator.com
Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator', "we", "us" and "our".

GOLD MAINTENANCE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

Equipment To Be Maintained

Building Name	Unit Quantity	Manufacturer	Type of Unit	Application of Unit	Unit ID or Serial #
Performing Arts Center	1	ThyssenKrupp	Hydraulic	Passenger	TAC20
Performing Arts Center	2	Chairlift	Handicapped Lift	Passenger	SM8192-93
Main Building	1	Stair Climbing Lift	Handicapped Lift	Passenger	EM8190
Field House	1	Schindler	Hydraulic	Passenger	330A
City Gym	1	Chairlift	Handicapped Lift	Passenger	SG9680
Pioneer Stadium	1	Otis	MRL	Passenger	Gen2
Stillwater Middle School	1	Dover	Hydraulic	Passenger	DMC

Preventative Maintenance Program

We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
  - Control and landing positioning systems
  - Signal fixtures
  - Machines, drives, motors, governors, sheaves, and wire ropes
  - Power units, pumps, valves, and jacks
  - Car and hoistway door operating devices and door protection equipment
  - Loadweighers, car frames and platforms, and counterweights
  - Safety mechanisms
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

Full Coverage Parts Repair and Replacement

ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

Maintenance Control Program

ThyssenKrupp Elevator performs service in accordance with our written Maintenance Control Program. This program meets or exceeds any and all requirements of ASME A 17.1-2007 Code, Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all work performed on the equipment and is provided with each controller. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

Quality Assurance

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

Service Requests during Normal Working Days and Hours

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, passengers through the elevator's communication device and/or from VISTA Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

Overtime Service Requests

On all overtime service requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard overtime billing rates. Overtime service requests are performed before or after normal business working days and hours.

☐ VIEW® (Check box if included)

VIEW is ThyssenKrupp Elevator's customer oriented, online service activity reporting system. VIEW allows building owners and managers to monitor our maintenance and service call activity. VIEW can be accessed via the Internet any time, day or night. You can "VIEW" service tickets associated with a single elevator serviced under this agreement, for all the elevators at the location serviced under this agreement, or across an entire portfolio of elevator equipment that is serviced by ThyssenKrupp Elevator.

☐ VISTA® (Check box if included)

VISTA Remote Monitoring is ThyssenKrupp Elevator's exclusive service for monitoring the status and performance of your elevator(s). VISTA monitors compatible equipment 24 hours per day, 7 days per week, and 365 days per year. Constantly monitoring performance data on your equipment provides ThyssenKrupp Elevator the ability to respond to operational irregularities quickly and more efficiently. With VISTA, we can often dispatch a service technician to your location before any interruption in elevator service occurs. Service visits based on VISTA data will be made during normal business hours on normal business days.

☐ SoundNet® (Check box if included)

SoundNet is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. SoundNet maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners.

☐ Periodic Safety Testing (Check box if included)

ThyssenKrupp Elevator will test your equipment in accordance with those annual periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those annual periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees.

Product Information. You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety. You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

Other. You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance. You expressly agree to name ThyssenKrupp Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure ThyssenKrupp Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

Items Not Covered. We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

Other Conditions. With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightening, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Price. The price for the services as stated in this agreement shall be **One Thousand Three Hundred Seventy-Five** dollars (**$ 1,375.00**) per month, payable monthly in advance.

Term. This agreement is effective for one (1) year starting July 01, 2011 and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive one (1) year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days but not more than 120 days before the end of the initial one (1) year year period, or at least ninety (90) days but not more than 120 days before the end of any subsequent one (1) year renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Annual Price Adjustments. Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

Early Payment Discount. You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.

Gold Maintenance Agreement

Overdue Invoices. A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

Acceptance. Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:	Stillwater Public Schools	ThyssenKrupp Elevator Corporation Approval:
By: _____ (Signature of ThyssenKrupp Elevator Representative)	By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Authorized Individual)
Adam Evans	Kevin Clark	Kevin Wenzel
	(Print or Type Name)	(Print or Type Name)
Account Manager	President, Board of Education	Branch Manager
(405)949-1916Ext 1480	(Print or Type Title)	(Print or Type Title)
April 22, 2011	June 14, 2011	06/17/2011
(Date Submitted)	(Date of Approval)	(Date of Approval)

Special Considerations

***Contract Pricing based upon TCPN pricing structure.**

QEI Annual Safety Test:

ThyssenKrupp Elevator will coordinate with a certified QEI inspector to witness your annual tests. Additional costs will be $25.00 per month for hydraulic elevators and $35 per month for MRL units. Should this requirement change, additional costs, if applicable, shall be added to this agreement.

ACCEPTED:_____

Travel Time and Mileage on Service Requests

Purchaser shall reimburse ThyssenKrupp Elevator for all travel time and mileage expended on any service requests which occur between our regularly scheduled examinations. Such costs will be invoiced at our regular billing rates and shall be roundtrip from the dispatching location to the building Location and return.

Otis Gen2

To enable monitoring of the suspension means on certain units being serviced under this Agreement, Purchaser authorizes us to install and maintain ThyssenKrupp Elevator's suspension monitor on purchaser's equipment. Purchaser understands that the suspension monitor installed by us on purchaser's equipment remains the property of ThyssenKrupp Elevator. If the service agreement between ThyssenKrupp Elevator and customer is terminated for any reason, you authorize and will allow us access to your premises to remove our suspension monitor.

The suspension monitor equipment installed by ThyssenKrupp Elevator contains trade secrets belonging to us, and is installed for the use and benefit of our personnel only. You agree not to permit your personnel or any third parties to use, access, examine copy, disclose or disassemble the suspension monitor while it is located on your premises..

Schindler 321A Miconic (hydro) or 330A (hydro)

ThyssenKrupp Elevator does not accept responsibility to test, maintain, repair or replace any Schindler Elevator inverted, twin-post, telescopic jacks under the coverage of this maintenance agreement and they are specifically excluded from these terms and conditions. Any required repair or replacement of this equipment will be billed to Purchaser at ThyssenKrupp Elevator's current "time and material" billing rates.

TIPS
The Interlocal Purchasing System

INTERLOCAL PARTICIPATION AGREEMENT
OKLAHOMA
Region 8 Education Service Center
Pittsburg, TX 75686

Independent School District 16
Public Agency

CD #: _____
(To be assigned by TIPS)

State of Oklahoma §
§
County of Payne §

Region 8 Education Service Center
State of Texas §
§
County of Camp §

This Interlocal Agreement (the "Agreement") is entered into by and between the undersigned local public procurement unit or school district or technology school district of the State of Oklahoma (the "Cooperative Member"), pursuant to the Okla. Stat. Title. 61, §139, *et seq*., (The Act) and the Region 8 Education Service Center ("ESC 8"), a political subdivision of the State of Texas, pursuant to the Texas Interlocal Cooperation Act. TEX. GOVT CODE "791.001 *et seq*.

WITNESSETH:

WHEREAS, any school district, including a technology school district, or any local public procurement unit, as defined by the Act may either participate in, sponsor, conduct or administer a cooperative purchasing agreement for the acquisition of any commodities or services with one or more public agencies in accordance with an agreement entered into between the participants; and

WHEREAS, the Cooperative Member has determined that it is in its best interest to enter into the Agreement;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the undersigned Cooperative Member and ESC 8 hereby promise and agree as follows:

TERMS AND CONDITIONS

1. **ESC 8 and TIPS.** ESC 8 is located in Pittsburg, Camp County, Texas. ESC 8 is governed by a board of directors composed of seven members and employs an executive director who serves as the chief executive officer of the service center. The executive director employs personnel as necessary to carry out the functions of the service center. TEX. EDUC. CODE § 8.003. The Interlocal Purchasing System ("TIPS"), a purchasing cooperative operated by ESC 8, is one branch of the service center that assists public agencies in Texas and other States by competitively procuring, according to applicable Texas statues, various products and services for public agencies in the United States.

2. **Statutory Authority.** The Okla. Stat. title. 61, §139, *et seq*., authorizes a local public procurement unit or school district or technology school district in Oklahoma to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the acquisition of any commodities or services with one or more public agencies in accordance with an agreement entered into between the participants.

3. Texas Education Code, Chapter 8, provides for the establishment and operation of regional education service centers, which are charged in part with enabling school districts to operate more efficiently and economically. TEX. EDUC. CODE §8.001, *et seq.* The Texas Interlocal Cooperation Act authorizes local governments, such as regional education service centers, to agree with one another and with local governments of other states, to increase the efficiency and effectiveness of local governments. TEX. GOV'T CODE §§791.001, *et seq*.

4. **Governance of TIPS.** TIPS, will hire an administrator who will represent both ESC 8 and cooperative members in the governance and joint administration of TIPS.

5. **Term of Agreement; Termination.** This Agreement is effective as of the TIPS Membership activation date provided herein, for an initial term of one (1) year from the activation date. The Agreement shall be automatically renewed for successive calendar years unless either party gives written notice of non-renewal or termination. This Agreement may be terminated immediately, for convenience, and without cause by either party upon thirty (30) days prior written notice. The Agreement may also be terminated for cause at any time upon written notice stating the reason for and effective date of such termination and after giving the affected party a thirty (30) day period to cure any breach. Upon termination of the Agreement, there shall be no mutually owned property of which to dispose.

6. **Services Performed.** ESC8, by this Agreement, agrees to provide cooperative purchasing services to the above-named public agency through TIPS, its administrative entity. TIPS's purpose is to obtain substantial value for participating public agencies through volume purchasing.

7. **Financing of the Agreement.** The cooperative undertaking in this Agreement shall be financed by requiring vendors to pay a fee, which is determined by TIPS with each solicitation, based upon the total volume of goods sold and provided by said participating vendor to Cooperative Members. No costs shall be incurred by Cooperative Members.

8. **Role of TIPS.**

A. Provide for the organizational structure of the program.
B. Provide staff for efficient operation of the program.
C. Promote marketing of the TIPS Program.
D. Coordinate the Competitive Procurement Process for all Vendor Awarded Agreements.
E. Provide members with procedures for placing orders through TIPS PO System.
F. Maintain filing system for Due Diligence Documentation.
G. Collect fees from vendors to support the costs of operations of TIPS.

9. **Role of the Cooperative Member.**

1. Commit to participate in the program by an authorized signature in the appropriate space below.
2. Designate a primary and secondary contact person.
3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the Cooperative Member.
4. Prepare purchase orders or equivalent issued to the appropriate vendor, which includes the TIPS Contract number, from the official award list provided by the Purchasing Cooperative.
5. Accept shipments of products ordered from vendors in accordance with your standard purchasing procedures and in accordance with the TIPS Vendor agreement utilized.
6. Pay vendors in a timely manner for all goods and services received.

8. General Provisions. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue for any disputes arising from the Agreement shall be in the county in which the administrative offices of ESC8 are located, which is Camp County, Texas. Notwithstanding the foregoing governing law of Texas, nothing herein shall allow the Cooperative Member or its participation in the Cooperative's purchasing program (known as TIPS) to avoid compliance with or to violate the applicable laws of Oklahoma, as required, with respect to this agreement.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation, with each party bearing their own costs and fees.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein. This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

Oklahoma Public Agency Purchasing Contacts:

Primary Contact:	Jericah Dawson	Secondary Contact:	Dian Porter
Title:	Chief financial Officer	Title:	Financial Accountant
Mailing Address:	314 S. Lewis Stillwater, OK 74074	Mailing Address:	314 S. Lewis Stillwater, OK 74074
Telephone:	(405) 533-6310 ext. 5040	Telephone:	(405) 533-6300 ext. 5024
Fax Number:	(405) 533-6311	Fax Number:	(405) 533-6311

AUTHORIZATION

This Agreement was approved by the governing boards of ESC Region 8- TIPS and the Oklahoma entity, if required by the laws or other controlling regulations of the Oklahoma entity, at meetings that were posted and held in accordance with applicable Open Meetings laws. Upon completion of all these this district will be a TIPS Member.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

APPROVAL SIGNATURES:
(Blue Ink Required)

PUBLIC AGENCY NAME and NUMBER:

Independent School District 16, Payne County, Oklahoma

By: Camille Frye DeYong

Printed Name: Camille Frye DeYong

Title: President

Date: 3/26/19

REGION 8 EDUCATION SERVICE CENTER

By: _____

Authorized Signature

Executive Director

Date: _____

TIPS MEMBERSHIP ACTIVATION DATE: _____

INDEPENDENT SCHOOL DIST. NO. 16 OFFICIAL SEAL PAYNE COUNTY, OKLA.

THE FOLLOWING IS NOT PART OF AGREEMENT

Instructions:

NEW EASIER APPROVAL PROCESS:

See the attached letter from the Oklahoma Attorney General's Office. Only the Oklahoma entity and ESC Region 8 /TIPS is required to approve this agreement. According to the attached letter from the Oklahoma Attorney General, the Oklahoma governmental entity that enters into this interlocal cooperative agreement pursuant to Okla. Stat. title. 61, §139, *et seq.* is **not required** to follow the rules for approval provided in Okla. Stat. title. 74 §§ 1004 (F) and 1005. This means **no** Attorney general approval, **no** filing with the County Clerk or the Secretary of State. A special thank you to Senators Bergstrom, Loveless and Brecheen of the Senate and Representative Murphey of the House for filing SB 563 and which initiated this new statute.

No legal advice or counsel is provided by TIPS or ESC Region 8 in this document or agreement and TIPS recommends prospective members consult their legal counsel if there are any questions on the process.

If any additional information is needed please contact TIPS at **(866) 839-8477**.

1. Statutory Authority. The Okla. Stat. title. 61, §139, *et seq*., authorizes a local public procurement unit or school district or technology school district in Oklahoma to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the acquisition of any commodities or services with one or more public agencies in accordance with an agreement entered into between the participants. (See enrolled language of the Bill below and a letter form the Oklahoma Attorney General's office regarding approvals)

2. Texas Education Code, Chapter 8, provides for the establishment and operation of regional education service centers, which are charged in part with enabling school districts to operate more efficiently and economically. TEX. EDUC. CODE §8.001, *et seq*. The Texas Interlocal Cooperation Act authorizes local governments, such as regional education service centers, to agree with one another and with local governments of other states, to increase the efficiency and effectiveness of local governments. TEX. GOV'T CODE §§791.001, *et seq*.

ENROLLED SENATE

BILL NO. 563

By: Bergstrom, Loveless and Brecheen of the Senate and Murphey of the House

An Act relating to public buildings and public works; establishing certain purchasing provisions for school districts; clarifying types of purchasing; establishing that certain purchasing practices are available to local public procurement units; providing definitions; construing act; providing for codification; and providing an effective date.

SUBJECT: State purchasing procedures

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 139 of Title 61, unless there is created a duplication in numbering, reads as follows:

A. In addition to any authority to enter an agreement pursuant to the Interlocal Cooperation Act, any school district, including a technology school district, may either participate in, sponsor, conduct or administer a cooperative purchasing agreement for the acquisition of any commodities or services with one or more public agencies in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multiparty contracts between public agencies and open-ended state public procurement contracts.

B. Any local public procurement unit may either participate in, sponsor, conduct or administer a cooperative or piggybacking purchasing agreement for the acquisition of any commodities or services, including construction services, with one (1) or more public

procurement units or external procurement units in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multiparty contracts between public procurement units and open-ended state public procurement unit contracts which are made available to local public procurement units. Purchases made in accordance with this subsection by a local public procurement unit shall be required to satisfy any procurement regulation, including The Central Purchasing Act, the Public Competitive Bidding Act, the Finance Act, related administrative rules and federal regulations that may apply due to the federal source of the funding for the anticipated purchase.

C. For purposes of this section, the following definitions apply:

1. "Local public procurement unit" shall mean, inter alia, any county, city, town, state agency, and any other subdivision of the state or public unit or agency thereof;

2. "External procurement unit" shall mean any buying organization in the United States not located in this state which, if located in this state, would qualify as a public procurement unit; and

3. "Cooperative or piggybacking purchasing agreement" shall mean an agreement between a local public procurement unit and another local public procurement unit or an external procurement unit to authorize the use of a contract procured by one of the parties to the agreement to benefit the other party to the agreement. This term shall also mean an agreement that provides access to a product or service that is lower in price than a comparable product or service that is available through the usage of a statewide, multistate or multigovernmental contract issued by the state Purchasing Division.

D. Nothing in this section shall supersede the obligation of a state agency to adhere to rules regarding statewide contracts issued by the state Purchasing Division. Neither shall any provision of this section be construed to waive the obligation of a state agency to utilize a mandatory purchasing contract as designated by the State Purchasing Director.

SECTION 2. This act shall become effective November 1, 2017.

OFFICE OF ATTORNEY GENERAL
STATE OF OKLAHOMA

February 15, 2018

Rick Powell
Attorney at Law/General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX 75686

Re: The Oklahoma Interlocal Cooperation Act, 74 O.S. § 1001, et seq., and Section 139 of Title 61 of the Oklahoma statutes

I am assigned to handle the review of interlocal cooperation agreements for the Oklahoma Attorney General, and I have been asked to address your questions relating to Section 139 of Title 61 of the Oklahoma statutes and the Oklahoma Interlocal Cooperation Act, 74 O.S. § 1001, et seq. ("the ICA Act").

It is my opinion that agreements that qualify under Section 139 of Title 61 need not receive approval of the Oklahoma Attorney General as required by ICA Act, due, in part, to the fact that the wording of Section 139 of Title 61 takes this type of agreement out of the requirements of the ICA Act through the wording in Section 139 that provides that the authority created by Section 139 is in addition to the authority to enter into an agreement pursuant to the ICA Act. See 61 O.S. § 139(A). It is my opinion that Section 139 of Title 61 creates contracting authority independent of the ICA Act.

In addition, it is my opinion that agreements entered into pursuant to Section 139 of Title 61 of the Oklahoma statutes need not be filed with the Secretary of State or the applicable county clerk(s) for the same reasons that AG approval is not required. See 74 O.S. § 1005.

Note that this reply to your questions is not an official opinion of the Oklahoma Attorney General. Rather, it represents my legal opinion only.

Sincerely,

Karl F. Kramer
Assistant Attorney General
Office of the Oklahoma Attorney General

313 N.E. 21ST STREET • OKLAHOMA CITY, OK 73105 • (405) 521-3921 • FAX: (405) 521-6246

recycled paper

SERVICE AGREEMENT

This Service Agreement (the "Agreement") is dated the 14th of May, 2024 between Stillwater Public Schools, an Oklahoma public school district (hereinafter **"School District"**), and Care Solace, Inc., a Delaware corporation (hereinafter **"Care Solace"**). School District and Care Solace may be referred to individually as **"Party,"** or collectively as **"Parties."**

RECITALS

WHEREAS, Care Solace® provides a web-based navigation system to assist its school district clients and the districts' students and parents in locating and connecting with mental health treatment providers (hereinafter the "**Services**"), and agrees to provide the Services to School District on the terms and conditions set forth in this Agreement; and

WHEREAS, School District desires for Care Solace to assist it in connecting students and families with mental health treatment providers.

TERMS AND CONDITIONS

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

Scope of Services

1. Care Solace shall provide the Services as follows:

1.1 Care Solace owns and operates a website located at the URL caresolace.org which provides information related to mental health treatment providers (hereinafter the "**Main Site**"). As part of this Agreement, Care Solace will manage and operate a version of the Main Site that is branded with School District's name (hereinafter the "**Branded Site**"). Care Solace will take all reasonable steps to ensure the Branded Site is live in May 2024. Care Solace will provide access to the Branded Site to users authorized by the School District, including School District staff, students, and parents (hereinafter the "**Authorized Users**"), on a Software-as-a-Service ("**SaaS**") basis pursuant to the terms and conditions set forth in Paragraphs 26-34, *infra*.

1.2 Care Solace shall facilitate a process called the **"Warm Handoff®,"** whereby School District staff or third-party contractors, consultants, or other parties to whom School District has outsourced institutional services (hereinafter **"Independent Contractors"**) designated as school officials pursuant to 34 CFR § 99.31(a)(1)(i)(B) provide Care Solace with contact information of a student or family in need of mental health treatment providers (hereinafter the "**Treatment Providers**"). The family contact shall be a parent, legal guardian, or other adult primary contact as directed by School District. Care Solace will then work directly with the primary contact to connect the student to Treatment Providers.

1.3 In addition to providing Authorized Users with access to the Branded Site, Care Solace will also provide Authorized Users with telephone and email access to a **"Care Companion™."** The Care Companions are care coordinators with experience in customer service, trained to navigate the mental health system and health insurance. The Care Companions are not licensed mental health professionals and do not diagnose, assess or evaluate. No provider-patient relationship is formed by provision of services by a Care Companion to an Authorized User. The Care Companions are not a crisis response team. The Care Companions are available to work directly with students and families to connect them with Treatment Providers. Care Companions are available 24 hours per day, 7 days per week.

1.4 Care Solace connects Authorized Users with Treatment Providers based on criteria such as geographic proximity, whether the provider accepts the Authorized User's insurance, and whether the provider is accepting new patients. Care Solace will use reasonable efforts to have each Treatment Provider it refers to Authorized Users reviewed through Care Solace's verification process. The information available on Treatment Providers through the verification process may vary significantly.

Care Solace is Not a Treatment Provider

2. Care Solace is not a mental health treatment provider or a provider network, and does not provide mental health treatment or other health care treatment to Authorized Users. Rather, Care Solace acts solely as a care coordinator by connecting Authorized Users to Treatment Providers. Care Solace does not represent, warrant or guarantee that Treatment Providers are of a particular quality. Care Solace shall not be liable for the quality of care provided by Treatment Providers.

Implementation Process

3. Care Solace will provide a virtual walk-through of the Services to School District representatives designated by School District in order to demonstrate the features and functionality of the Services.

4. Care Solace will conduct initial on-boarding training sessions with School District staff designated by School District in order to explain and demonstrate the Services.

5. Care Solace will provide training and on-going support concerning the use and functionality of the Services to key stakeholders of School District as requested by School District. Key stakeholders may include, but are not limited to: School District's mental health team, psychologists, counselors, assistant principals, principals, human resources staff, district leadership, and parent-teacher associations.

6. Care Solace will assist in providing access to the Branded Site on School District's website as well as individual school websites, as requested by School District.

7. Care Solace will provide backpack mailer templates and email/text templates for School District to deliver to students and parents quarterly, or four times per year, to remind them of the Services and provide the URL for the Branded Site.

8. School District shall designate one of its employees as its principal contact for communicating with Care Solace regarding technical issues in the provision of the Services, and shall notify Care Solace of such designation in writing within fifteen (15) days of the execution of this Agreement. School District may change its principal contact from time to time by providing written notice to Care Solace pursuant to Paragraph 54, *infra*.

Term of Agreement and Fees

9. This Agreement shall be effective as of May 15, 2024 (hereinafter the "**Effective Date**").

10. The initial term of this Agreement (hereinafter the "**Initial Term**") will begin on May 15, 2024 and continue through June 30, 2025. This Agreement will renew automatically for one-year terms (hereinafter, "**Renewal Term**") on July 1st of each year following the Initial Term (hereinafter the "**Renewal Date**") unless either Party provides the other Party with at least sixty (60) days prior written notice, pursuant to Paragraph 54, *infra,* to terminate this Agreement effective at the end of the existing term. The maximum term of this Agreement is five (5) years.

11. In exchange for the Services contemplated under this Agreement, School District will compensate Care Solace as follows:

11.1. For the Initial Term, May 15, 2024 through June 30, 2025, School District will pay $22,800 to Care Solace, to be invoiced on July 1, 2024. For the period from May 15, 2024 through June 30, 2024, there is no cost to School District.

11.2 For each Renewal Term, School District will pay $22,800 to Care Solace on or around the Renewal Date.

12. The fees set forth in Paragraph 11, *supra*, shall be earned by Care Solace when paid and shall not be subject to a prorated refund in the event of a termination without cause by School District of this Agreement prior to the end of the Initial Term or any Renewal Term.

12.1 Payment Terms. School District agrees to pay the amounts set forth in Paragraph 11, *supra*, within thirty (30) calendar days of receipt of an invoice. If Care Solace does not receive payment in full on an invoice within thirty (30) days, a finance charge on the unpaid amount of any invoice will be charged at a rate of 3.75% annually, beginning thirty (30) days after School District receives the invoice. Payments by the School District will thereafter be applied first to accrued interest and then to the principal unpaid balance. School District agrees to pay all costs, including reasonable attorneys' fees, incurred by Care Solace in the collection of any delinquent accounts. For the purposes of this Paragraph 12.1, an invoice shall be deemed to be received upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail.

13. To ensure continuity of the Services, Care Solace will continue to provide the Services for a grace period of ninety (90) days after expiration of the Initial Term or any Renewal Term to allow for negotiation of a subsequent Renewal Term or new Agreement. During this grace period, all terms of the Agreement shall remain in full force and effect, and any Renewal Term or new Agreement beginning after this grace period shall be retroactive to the expiration date. In

the event that the Parties do not agree to renew this Agreement for a Renewal Term or negotiate a new Agreement, Care Solace shall have the right to issue an invoice for Services rendered during the aforementioned grace period.

14. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (United States Dollars).

Termination of Agreement

15. School District may terminate an Initial Term or a Renewal Term without cause pursuant to this Agreement at any time after providing Care Solace with sixty (60) days written notice, pursuant to Paragraph 54, *infra*. In the event of termination without cause of an Initial Term or a Renewal Term by School District pursuant to this paragraph, the fees paid by School District shall not be subject to a prorated refund.

16. In the event that Care Solace determines, in its sole and absolute discretion, to cease to offer the Services to new clients and to discontinue support of the Services for existing clients, Care Solace may terminate without cause an Initial Term or a Renewal Term pursuant to this Agreement by providing School District with sixty (60) days written notice pursuant to Paragraph 54, *infra*. In the event of termination without cause of an Initial Term or a Renewal Term by Care Solace pursuant to this paragraph, the fees paid by School District shall be subject to a prorated refund.

17. If either Party fails to comply with any of the material terms and conditions of this Agreement, including, without limitation, the payment of any fee to Care Solace, the non-breaching Party may terminate this Agreement with cause upon thirty (30) days written notice to the breaching Party specifying the breach(es). Upon receiving written notice of a specified breach, the breaching Party shall have a thirty (30) day cure period to remedy the specified breaches. The written notice must be provided in accordance with Paragraph 54, *infra*.

17.1. Only in the event that a Party fails to remedy a specified breach within the thirty (30) day cure period shall such a breach be considered a "Dispute" subject to the dispute resolution provisions set forth in Paragraphs 42-50, *infra*.

17.2. The written notice to a breaching Party specifying any breach(es) of the material terms of this Agreement and the thirty (30) day cure period set forth in this Paragraph 17 are conditions precedent to any Party's ability to provide the other Party with notice of a Dispute under Paragraph 43, *infra*.

Data and Information Privacy

18. Care Solace and School District each agree to comply with all data privacy laws and requirements, state and federal, to which they are each subject, which may include, without limitation, the Children's Online Privacy Protection Act, 15 U.S.C. §§ 6501-6506 (hereinafter "**COPPA**"), and The Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 (hereinafter, "**FERPA**").

19. The Branded Site will include links to a privacy policy and terms of use which will comply with applicable law.

20. In order to ensure compliance and that Care Solace is able to perform the Services, School District designates Care Solace a school official pursuant to 34 CFR § 99.31(a)(1)(i)(B) for the limited purposes of providing the Services.

21. The Parties expressly understand and agree that: (1) the Services are an institutional service or function that would otherwise be performed by employees of School District, such as counselors or principals; (2) Care Solace is under the direct control of School District with respect to the use and maintenance of "education records," as that term is defined at 34 CFR § 99.3; (3) Care Solace shall comply with the obligations imposed by 34 CFR § 99.33(a) regarding the redisclosure of any information relating to students and families obtained in providing the Services; (4) School District has determined that Care Solace has legitimate educational interests in any education records provided to it; and (5) School District has provided parents and eligible students with the annual notice required by 34 C.F.R §99.7(a)(3)(iii) regarding its criteria for determining who is a school official and what constitutes a legitimate educational interest in education records.

22. School District represents and warrants that any Independent Contractor that is provided with access to the Warm Handoff or is otherwise responsible for transmitting directory information or education records to Care Solace has also been designated as a school official pursuant to 34 CFR § 99.31(a)(1)(i)(B) and that School District has provided parents and eligible students with the annual notice required by 34 C.F.R §99.7(a)(3)(iii).

23. Care Solace reserves the right to internally monitor School District's and Authorized Users' usage of the Branded Site and Services.

24. Care Solace will provide access to School District to the following non-personally identifiable information collected from Authorized Users: number of visitors, matches, and phone appointments. If School District desires to obtain personally identifiable information from Care Solace related to a particular Authorized User's use of the Services, School District shall obtain and deliver to Care Solace a duly executed written authorization from the Authorized User, or their legal guardian if applicable, in a form that complies with applicable law.

25. Care Solace shall ensure that: (i) all data and information provided by School District is stored on files that are separate from those of other Care Solace clients, or (ii) all files containing data and information provided by School District are partitioned from the information and data provided by other clients sufficient to protect the security and privacy of such information and data.

Software-as-a-Service Terms

26. Care Solace grants School District a non-exclusive, non-transferable, limited, revocable and royalty-free license to provide a hypertext reference link (hereinafter the "**Link**") to the initial, top-level display of the Branded Site solely for the purpose of linking any website owned or controlled by School District to the Branded Site.

27. Use Restrictions. School District covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, School District will not, directly or indirectly, do

any of the following: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services (hereinafter "**Software**"); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

28. Security. School District and the Authorized Users shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of their connections to the Internet. As part of the Services, Care Solace shall implement reasonable security procedures consistent with prevailing industry standards to protect information provided by School District and Authorized Users from unauthorized access. The Parties agree that Care Solace shall not, under any circumstances, be held responsible or liable for situations in which: (i) data or transmissions are accessed by third parties through illegal or illicit means, or (ii) the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Care Solace at the time, provided Care Solace complies with its obligations in this paragraph.

29. Unauthorized Access. Care Solace will promptly report to School District any unauthorized access to data or information provided by School District upon discovery of such access by Care Solace, and Care Solace will use diligent efforts to promptly remedy any breach of security that permitted the unauthorized access to occur. In the event that Care Solace was solely responsible for the breach and to the extent that Care Solace has an obligation imposed by law or statute to notify any individuals whose information was provided to Care Solace by School District, Care Solace shall be solely responsible for any and all such notifications at its expense. In the event the School District was solely responsible for the breach, the School District shall reimburse Care Solace for time and expenses incurred to assist School District with any required notifications to affected individuals. In the event that Care Solace and School District are jointly responsible for the breach, the Parties will attempt to reach an informal resolution as to expenses and, if unable to do so, it will be considered a "Dispute" subject to the dispute resolution provisions set forth in paragraphs 42-50, *infra*.

30. Ownership of Proprietary Rights. Ownership of any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property (hereinafter "**Proprietary Rights**") embodied in the Branded Site, the Services, and the computer hardware, software and other tangible equipment and intangible computer code necessary to deploy and serve the Services (hereinafter the "**Technology**") shall remain exclusively vested in and be the sole and exclusive property of Care Solace and its licensors. In addition School District hereby transfers and assigns to Care Solace any rights School District may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by School District personnel relating to the Branded Site, the Services, or the Technology.

31. Mutual Exchange of Confidential Information. The Parties desire to establish terms governing the use and protection of certain confidential information one Party (hereinafter "**Owner**") may disclose to the other Party (hereinafter "**Recipient**"). For purposes of this Agreement, the term "Confidential Information" means (i) the terms

and conditions of this Agreement, subject to a valid request under the applicable state's open records act (ii) non-public aspects of the Branded Site and the operation thereof, the Technology, the Services, and Care Solace's business and technical information and data, and (iii) School District's information or other data processed, stored or transmitted by, in or through the Services (hereinafter "**School District Data**"). In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder and which is disclosed by an Owner or an affiliate to a Recipient in documentary or other tangible form bearing an appropriate label indicating that it is confidential or proprietary in nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a label, is provided to Recipient within fifteen (15) days of the initial disclosure. Recipient may use Confidential Information of Owner only for the purposes of fulfilling the obligations contemplated in this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a Party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable to allow sufficient time for Owner to object to disclosure of such Confidential Information.

32. General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, School District agrees that Care Solace is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another client of Care Solace.

33. Publicity and Branding. School District agrees that Care Solace may (a) publicize School District's name, the fact of the Branded Site, and School District's use of the Services; and (b) brand the Branded Site with a "powered by Caresolace.com" or similar legend and/or copyright notice.

34.Options for Infringement Claims. If any Party is enjoined from using the Technology, or if Care Solace believes that the Technology may become the subject of a claim of intellectual property infringement, Care Solace, at its own option and expense, may: (i) procure the right for School District to continue to use the Services; (ii) replace or modify the Technology so as to make it non-infringing; or (iii) terminate this Agreement, in which case Care Solace shall provide a prorated refund to School District of any and all fees paid in advance for the Initial Term or any Renewal Term by School District for those Services not provided by Care Solace. This Paragraph and the defense and indemnity

Paragraph 39, *infra*, set forth the entire liability of Care Solace to School District for any infringement by the Technology or Services of any intellectual property right of any third party.

Representations and Warranties

35. School District represents and warrants that: (a) any information it provides to Care Solace does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or right of privacy or publicity of any third party; (b) School District has provided parents with the notice required by 34 CFR § 99.7(a)(3)(iii) regarding the criteria used to determine who constitutes a school official and what constitutes a legitimate educational interest; and (c) the performance of its obligations as set forth in this Agreement and the use of the Services by School District and its Authorized Users will not (i) violate any applicable laws or regulations, or (ii) cause a breach of any agreements with any third parties. In the event of any breach by School District of any of the foregoing representations and warranties set forth in this Paragraph 35, in addition to any other remedies available at law or in equity, Care Solace will have the right to suspend immediately any Services if deemed reasonably necessary by Care Solace to prevent any harm to Care Solace and its business. Care Solace will provide written notice of any breach of the foregoing representations and warranties to School District in accordance with Paragraph 54, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

36. Care Solace represents and warrants that it will comply with all state and federal healthcare referral and anti-kickback statutes, and that it does not have an ownership interest in any of the Treatment Providers to whom it refers Authorized Users. In the event of any breach by Care Solace of the foregoing representations and warranties set forth in this Paragraph 36, School District will provide written notice of the breach to Care Solace in accordance with Paragraph 54, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

37. Except as expressly set forth herein, the Services are provided on an "as is" and "as available" basis, and without warranties of any kind either express or implied. Care Solace hereby disclaims all warranties, express or implied. Care Solace does not warrant that the Services will be uninterrupted or error free or that defects will be corrected. Care Solace does not offer a warranty or make any representation regarding the results or the use of the Services in terms of their correctness, accuracy, reliability, risk of injury to School District's or any Authorized User's computer, network, market, or customer base or commercial advantage.

Insurance and Indemnification

38. Insurance. During the term of this Agreement, Care Solace shall obtain and maintain liability insurance with policy limits having minimum coverage of $2,000,000 per occurrence, which can be met through an umbrella or standard policy or any combination thereof. The insurance shall be evidenced by a Certificate of Insurance reflecting the minimum coverage limits.

39. Defense and Indemnity. Care Solace or its insurer shall defend and indemnify School District and its officers, agents, employees and volunteers (collectively **"School District Parties")** against any and all claims, demands, liability, judgments, awards, losses, damages, expenses or costs of any kind or character (hereinafter collectively referred to as **"Claims"),** to the extent arising out of any act, error, omission, negligence, or willful misconduct of Care

Solace or its officers, employees, agents, contractors, licensees, or servants connected to the Services covered by this Agreement. Care Solace or its insurer shall have no obligation, however, to defend or indemnify School District Parties from a Claim if it is determined that such Claim was caused by the sole negligence or willful misconduct of School District Parties.

39.1 Additional Insured. Care Solace shall cause School District to be named as an "Additional Insured" under the liability insurance policy obtained and maintained as set forth in Paragraph 38, *supra*. Notwithstanding School District's coverage as an Additional Insured, in no event shall Care Solace or its insurer be held liable for School District's sole negligence or willful misconduct. Under no circumstances is any Additional Insured entitled to any coverage beyond the contractual indemnification provisions in Paragraph 39, *supra*.

40. A School District Party seeking defense and/or indemnification hereunder shall promptly notify Care Solace in writing of the Claim in accordance with Paragraph 54, *infra*, and shall cooperate with Care Solace or its insurer at Care Solace's or its insurer's sole cost and expense. Care Solace or its insurer shall control the defense and investigation of the Claim and shall employ counsel of its choice to handle and defend the same, at Care Solace's or its insurer's sole cost and expense. The obligations and responsibilities set forth in this Paragraph 40 shall apply only in the event that Care Solace or its insurer agree to provide a defense and/or indemnification.

41. Naming School District as an additional insured does not alter the limitations, obligations and conditions set forth in paragraphs 38-40 and in no circumstances will School District be entitled to coverage beyond the contracted for amount of $2,000,000 per occurrence contained in Paragraph 38, *supra*.

Dispute Resolution

42. Any and all disputes, controversies, or Claims arising out of or relating to this Agreement or a breach thereof, including without limitation Claims based on contract, tort, or statute (hereinafter a "**Dispute**"), shall be determined by binding arbitration as set forth in this section, consisting of Paragraphs 42-50 herein (hereinafter the "**Arbitration Agreement**").

43. An aggrieved Party shall notify the other Party of a Dispute within fifteen (15) days of being made aware of the Dispute; however, no Party may provide notification of a Dispute prior to the termination of the thirty day cure period described in Paragraph 17, *supra*. Notice shall be provided in accordance with the requirements of Paragraph 54, *infra*. The date that notice is received by the opposing Party shall hereinafter be referred to as the "**Notification Date**."

44. If the Parties are unable to informally resolve the Dispute within thirty (30) days of the Notification Date, the Parties agree to engage in mediation in good faith. The requirement to engage in mediation is a condition precedent to the initiation of arbitration pursuant to this Arbitration Agreement. Mediation must occur within 120 days of the Notification Date. The 120-day deadline may be waived by mutual agreement of the Parties. Mediation shall be conducted according to the following terms:

44.1 Mediation shall be conducted by a single mediator from JAMS, or another mediation service agreed to by the Parties (hereinafter "**Mediation Service**").

44.2 The Parties will cooperate with the Mediation Service and one another in selecting a mediator from the Mediation Service's panel of neutrals and in scheduling mediation proceedings. In the event that the Parties are unable to agree upon the selection of a mediator, the Parties shall request that the Mediation Service assign a mediator from its panel of neutrals with experience as a state or federal court judge.

44.3 The Parties agree that they will participate in the mediation in good faith and that they will share equally in the costs of mediation.

45. If the Parties are unable to resolve the Dispute through mediation, the Parties shall submit the Dispute to binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* (hereinafter the "**FAA**"). Notwithstanding any other provisions of this Agreement regarding applicable law, the Parties agree that the substantive and procedural provisions of the FAA will apply to this Arbitration Agreement, to the exclusion of any state-specific substantive and procedural law regarding arbitration.

46. Arbitration shall be initiated by the aggrieved Party within thirty (30) days of the conclusion of mediation. In no event shall arbitration be demanded after the date the Claim would be barred by the applicable statute of limitations. Arbitration shall be conducted in accordance with the following terms:

46.1. Arbitration shall be conducted by a single neutral arbitrator from the National Roster of Arbitrators and administered according to the American Arbitration Association's ("**AAA's**") Commercial Arbitration Rules and Mediation Procedures then in effect, except as modified by this Agreement or as otherwise agreed to in writing by the Parties. A copy of the AAA's current Commercial Arbitration Rules and Mediation Procedures may be viewed here.

46.2. In rendering the award, the arbitrator will determine the rights and obligations of the parties in accordance with the substantive law of the State of Delaware, subject to the limitations on damages set forth in Paragraphs 47-50, *infra*.

46.3. The arbitrator shall award the prevailing Party the costs of mediation and arbitration.

46.4. This Arbitration Agreement is intended to be binding on and to inure to the benefit of the Parties, their principals, successors, assigns, affiliates, partners, employees, parent or subsidiary entities, and to any other persons or entities whose claims or defenses may arise out of or relate to this Agreement, including third party beneficiaries.

46.5. In the event a Dispute involves a third-party beneficiary of this Agreement, the third-party beneficiary shall be excused from compliance with the notice and opportunity to cure requirements of Paragraphs 17 and 43, *supra* and shall also be excused from the mediation required under Paragraph 44, *supra*. The costs of any arbitration involving a Party and a third-party beneficiary of this Agreement shall be borne solely by the Party involved in the Dispute, unless such Dispute involves both Parties, in which case the Parties shall share equally in the costs of arbitration. In no event shall a third-party beneficiary be responsible for the costs of arbitration pursuant to this Arbitration Agreement.

46.6. Any arbitration award shall be binding on the Parties and on any third-party beneficiaries. This binding Arbitration will not be subject to appeal.

Limitation on Damages

47. As a result of any Dispute, no Party shall be liable to the other Party or to any third-party beneficiary for any indirect, incidental, or consequential damages under any theory, even if the Party allegedly causing such damages has been advised of the possibility of such damages. The Parties waive any right to recover such damages.

48. As a result of any Dispute, in no event shall any Party be liable to the other Party or to any third-party beneficiary for punitive or exemplary damages, unless specifically provided by statute. The Parties waive any right to recover such damages unless specifically provided by statute.

49. In the event that Care Solace is found liable to School District or any third-party beneficiary as the result of a Dispute, or in the event that School District is found liable to any third-party beneficiary, liability shall not exceed the total general liability insurance amount in Care Solace's certificate of insurance pursuant to this Agreement. In no event shall Care Solace be held liable for the sole negligence of any other Party, including School District.

50. The prevailing Party in any Dispute will be entitled to recover, in addition to costs and any other damages or award, all reasonable attorneys' fees associated with the action.

Miscellaneous Terms

51. Performance. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and each Party will use its best efforts to ensure that Authorized Users are made aware of the Services and their ability to access the Branded Site.

52. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Delaware without giving effect to any choice or conflict of law provision or rule (whether of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of Delaware. The sole exception to this Paragraph is that the Arbitration Agreement set forth in Paragraphs 42-50, *supra*, shall be governed by the procedural and substantive provisions of the FAA.

53. Venue for Arbitration. Arbitration conducted as set forth in Paragraphs 42-50, *supra*, shall take place in Payne County, OK.

54. Notices. All notices, requests, demands or other communications required by this Agreement between Care Solace and School District shall be in writing and shall be deemed given and served upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail as follows:

If to School District:
Stillwater Public Schools
314 S LEWIS ST

Stillwater, OK 74074-3515
Attention: Uwe Gordon
Superintendent
Email: ugordon@stillwaterschools.com

If to Care Solace:
Care Solace, Inc.
120 Birmingham Drive, Suite 200
Cardiff, CA 92007
Attention: Chad Castruita
Email: chad.castruita@caresolace.org

Any Party may change the address or persons to which notice is to be provided by giving written notice of the change of address or persons to the other Party in the manner provided for giving notice in this paragraph.

55. Third-Party Beneficiaries. The Parties agree that this Agreement is intended to benefit Authorized Users as third-party beneficiaries and that the Parties' mutual intent to confer a benefit upon Authorized Users as third-party beneficiaries of this Agreement is a material part of the Agreement's purpose. The Parties expressly agree that it is their intention by this Agreement that all Claims, as that term is defined in Paragraph 39, *supra*, brought by third-party beneficiaries including, but not limited to Authorized Users, shall be subject to the Arbitration Agreement set forth in Paragraphs 42-50, *supra*.

56. Waiver. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.

57. Continuing Obligations. The following obligations shall survive the expiration or termination of this Agreement: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either Party herein; (ii) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either Party, or any remedy for breach thereof; and (iii) the payment of any money due to Care Solace.

58. Force Majeure. Neither Party shall be liable for damages for any delay or failure to perform any obligation imposed by this Agreement if such delay or failure arises out of causes beyond the Party's reasonable control and without their fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, fires, riots, wars, national or regional emergencies, pandemics, embargoes, Internet disruptions, hacker attacks, any action taken by a governmental authority, or telecommunications failures. A Party whose performance is affected by any of the foregoing shall give written notice to the other Party stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and minimize the effects of such delay. Notwithstanding anything to the contrary contained herein, if either Party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other Party may terminate this Agreement immediately by providing ten (10)

days written notice. Should the application of this Paragraph 58 become the source of a Dispute between the Parties, then either Party may immediately initiate the dispute resolution process outlined in the Arbitration Agreement, Paragraphs 42-50, *supra*, without first providing notice and an opportunity to cure as set forth in Paragraphs 17 and 43, *supra*. Any written notice under this Paragraph 58 must comply with the written notice requirements of Paragraph 54, *supra*.

59. Modification of Agreement. Any amendment or modification of this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party with authority to bind the Party. Any amendment or modification must comply with the notice requirements of Paragraph 54, *supra*.

60. Assignment. Care Solace will not assign or otherwise transfer its obligations under this Agreement without the written consent of School District.

61. Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, written or oral, including but not limited to School District's purchase orders or like documents, which shall be for administrative convenience only and which shall have no substantive force or effect. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

62. Titles/Headings. Titles and Headings are utilized in this Agreement for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

63. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

64. Counterparts. This Agreement may be executed in counterparts which, taken together, shall constitute one original document.

65. Authority to Execute Agreement. Each individual signing this Agreement warrants and represents that they have been authorized to enter into this Agreement on behalf of the Party.

SIGNATURES ON NEXT PAGE – REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first set forth above.

Care Solace, Inc. ("Care Solace")

Printed Full Name: Anita Ward
Title: Chief Growth Officer

Signature: Anita Ward

Date: 04-18-2024

Stillwater Public Schools ("School District")

Printed Full Name: Marshall A. Baker

Title: President, BOE

Signature: Marshall A Baker

Date: 5-14-24

Accounts Payable Information:

School District Dept: _____

Accounts Payable contact:

Name: _____

Email: _____

Phone: _____

MUNICIPAL FINANCE SERVICES, INC.
est. 1990

mfsok.com

P: 405.340.1727

1017 N. Bryant Ave., Ste 100
Edmond, OK 73034

P.O. Box 747
Edmond, OK 73083-0747

May 23, 2024

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered by and among MUNICIPAL FINANCE SERVICES, INC. ("MFSOK") and the INDEPENDENT SCHOOL DISTRICT NUMBER 16, PAYNE COUNTY, OKLAHOMA (Stillwater Board of Education), Stillwater, Oklahoma (the "Client").

The Client desires to engage MFSOK and agrees as follows:

I. Scope of Services.

Some or all of the following services listed below shall be provided under this Agreement and pertain to the Client's new and outstanding debt obligations, including general obligation bonds and lease financings (the "Issues"). Some of these services may be non-municipal advisor services. The Client designates MFSOK as the Client's independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA Exemption").

A. New Issue and Refunding of Existing Client Issues

1. Assist Client with bond planning that includes compliance with Oklahoma Constitutional Debt Cap and Client's mill levy target.
2. Evaluate options or alternatives with respect to the proposed new Issue.
3. Provide financial analysis to the Client to assist in understanding the benefits, costs, and risks of the proposed new Issue.
4. Review recommendations made by other parties to the Client.
5. Assist Client in preparing a plan of finance.
6. Advise Client on structure, terms and timing of the proposed new Issue.
7. Prepare financing schedule.
8. Attend meetings as requested by the Client.
9. Assist the Client in preparation of their notices of sale, instructions to bidders, or official statements, as appropriate.
10. Coordinate as appropriate with Client staff, legal representatives, government agencies, accountants, auditors, engineers, consultants, rating agencies, banks, lenders, placement agents, trustees, paying agents, escrow agents, bond insurers and other credit enhancers, to facilitate the plan of finance.
11. If new Issue is a competitive bond sale, assist Client in collecting and analyzing bids submitted by underwriters and selecting the winning bidder.
12. Coordinate closing of the new Issue with Client and other parties.
13. Review Client's Estimate of Needs to be submitted to County.
14. Evaluate potential refunding opportunities on outstanding Issues.

B. Continuing Disclosure Assistance

1. Assisting the Client annually in compiling the financial information and operating data set forth in their Continuing Disclosure Agreement ("CDA") included in any Official Statement; and
2. If necessary, assisting the Client in preparing their "Failure to File Notice" should documents not be available for filing within the prescribed time frame designated in the CDA; and
3. Upon request, assisting the Client in their submission of the aforementioned information to the Electronic Municipal Marketplace Access system ("EMMA").

MFSOK and the Client acknowledge that the Client will engage Bond Counsel and other legal service providers under separate contracts. MFSOK may rely on opinions and advice from legal representatives of the Client and will not be held responsible for any legal advice, directly or indirectly, rendered by the legal representatives.

Neither MFSOK as Municipal Advisor nor its Municipal Advisor Representatives are licensed to engage in the practice of law and, consequently, will offer no legal advice. None of the fee for services under this Agreement relates to legal services. If such legal services are necessary, it shall be the responsibility of the Client to obtain them.

MFSOK's services are limited to those specifically set forth herein.

II. Compensation and Reimbursements

A. General Obligation Bonds. MFSOK shall be paid at the time of closing a fee calculated as follows:

½ of 1% of the par amount of each series of bonds issued

Minimum fee: $10,000.00 for each series of bonds

B. Lease Purchase Transactions. MFSOK shall be paid at the time of closing a fee calculated as follows:

½ of 1% of the Lease Purchase Note Amount

C. Compensation for Continuing Disclosure Assistance. MFSOK will receive a fee annually of $3,500.00 for the services performed.

D. Expenses for New Issues and Refunding Issues. MFSOK shall also be paid a fixed amount of $2,000.00 per transaction to cover expenses incurred as part of the transaction, provided that any filing, publication, recording or printing costs or similar third-party costs required in connection with the Issue shall be paid directly by the Client.

E. Payment and Contingency for New Issues and Refunding Issues. Payment for all fees and expenses shall be made at closing from proceeds of the Issue or from other available funds of the Client and shall be contingent upon closing of the Issue.

III. Term and Termination

A. Term of Agreement. Unless otherwise terminated as provided herein, this Agreement shall be in force and effect for Fiscal Year Ending June 30, 2025, and may be renewed for successive fiscal years beginning July 1 and ending June 30 upon mutual consent of both parties.

B. Termination of Agreement and Services. This Agreement and all services to be rendered hereunder may be terminated at any time by written notice from either party, with or without cause, with at least thirty (30) days' notice. In that event, all finished and unfinished documents prepared for the Client, shall, at the option of Client, become its property and shall be delivered to it or any party it may designate, provided that MFSOK shall have no liability whatsoever for any subsequent use of such documents.

IV. Successors and Assigns

MFSOK may not assign its obligations under this Agreement without the written consent of Client except to a successor partnership or corporation to which all or substantially all of the assets and operations of MFSOK are transferred. Client may assign its rights and obligations under this Agreement to (but only to) any other public entity that incurs the loan. Client shall not otherwise assign its rights and obligations under this Agreement without written consent of MFSOK. All references to MFSOK and Client in this Agreement shall be deemed to refer to any successor of MFSOK and to any such assignee of Client and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

V. Municipal Advisor Registration and Acknowledgement

Pursuant to Municipal Securities Rulemaking Board Rule (MSRB) G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal advisory client and/or obligated person clients which include the following:

Within the MSRB website at www.msrb.org, the Client may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

VI. Conflict of Interest Statement

As of the date of this agreement, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client. During the diligence process, MFSOK has determined that no material conflict of interest has been identified, however, would like to provide the following disclosures:

MFSOK serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another MFSOK client. For example, MFSOK serves as municipal advisor to other clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, MFSOK could potentially face a conflict of interest arising from these competing client interests. MFSOK fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

The compensation arrangement included in Section II includes a component that is based on the size and completion of a transaction. Consistent with certain regulatory requirements, MFSOK hereby discloses that such contingent and/or transactional compensation presents a conflict of interest regarding MFSOK's ability to provide unbiased advice to enter into such transaction. The contingent fee arrangement creates an incentive for MFSOK to recommend unnecessary financings or financings that are disadvantages to the client, or to advise client to increase the size of the issue. This viewed conflict of interest will not impair MFSOK's ability to render unbiased and competent advice or to fulfill its fiduciary duty. The fee paid to MFSOK increases the cost of borrowing to the Client. The increased cost occurs from compensating MFSOK for municipal advisory services provided.

If MFSOK becomes aware of any other actual or potential conflict of interest not mentioned above during this agreement, MFSOK will promptly provide the Client a supplement written disclosure with sufficient details of the change, if any, which will allow the Client to evaluate the situation.

VII. Legal Events and Disciplinary History

A regulatory disclosure action has been made on MFSOK's Form MA and on Form MA-I for two of MFSOK's municipal advisory personnel relating to a 2017 U.S. Securities and Exchange Commission ("SEC") order. The details of which are available in Item 9; C (2), C (4), C (5) and the corresponding regulatory action DRP section on Form MA and Item 6: C (2), C (4), C (5), C (6) and the corresponding regulatory action DRP section on Form MA-I for both Rick A. Smith and Jon Wolff. In addition, the Oklahoma Department of Securities adopted the above proceedings which are identified in Item 9; D (2), D (4) and the corresponding regulatory action DRP section on Form MA.

The Client may electronically access MFSOK's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html.

There has been no change to any legal or disciplinary event that has been disclosed on MFSOK's SEC registration for MA filings since December 18, 2017.

VIII. Fiduciary Duty

MFSOK is registered as a Municipal Advisor with the SEC and MSRB. As such, MFSOK has a Fiduciary duty to the Client and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

A. exercise due care in performing its municipal advisory activities;

B. possess the degree of knowledge and expertise needed to provide the Client with informed advice;

C. make a reasonable inquiry as to the facts that are relevant to the Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Client; and

D. undertake a reasonable investigation to determine that MFSOK is not forming any recommendation on materially inaccurate or incomplete information; MFSOK must have a reasonable basis for:

   a. any advice provided to or on behalf of the Client;

   b. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Client's securities; and

   c. any information provided to the Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

MFSOK must deal honestly and with the utmost good faith with the Client and act in the Client's best interests without regard to the financial or other interests of MFSOK. MFSOK will eliminate or provide full and fair disclosure (included herein) to Client about each material conflict of interest (as applicable). MFSOK will not engage in municipal advisory activities with the Client as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the Client's best interests. As of the date of receipt of this attachment, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client.

IX. Recommendations

If MFSOK makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the Client and is within the scope of the engagement, MFSOK will determine, based on the information obtained through reasonable diligence of MFSOK whether a municipal securities transaction or municipal financial product is suitable for the Client. In addition, MFSOK will inform the Client of:

A. the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;

B. the basis upon which MFSOK reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Client; and

C. whether MFSOK has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Client's objectives.

If the Client elects a course of action that is independent of or contrary to the advice provided by MFSOK, MFSOK is not required on that basis to disengage from the Client.

X. Record Retention

Pursuant to SEC and MSRB record retention regulations, Municipal Finance Services, Inc. will maintain in writing, all communication and created documents between Municipal Finance Services, Inc. and the Client for six (6) years.

Notices

Any and all notices pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

MFSOK:

Municipal Finance Services, Inc.
Attn: Jon Wolff, President
P.O. Box 747
Edmond, OK 73083-0747

CLIENT:

Independent School District Number 16
Payne County, Oklahoma
Attn: Michael Arnold, Chief Financial Officer
314 South Lewis
Stillwater, OK 74074

Acceptance

If there are any questions regarding the above, please do not hesitate to contact MFSOK. If the foregoing terms meet with your approval, please indicate your acceptance by executing all original copies of this letter and keeping one copy for your file.

By signing this agreement, the Client acknowledges the provisions set forth in the agreement and understands its respective rights, duties, and responsibilities. Furthermore, the Scope of Services contained herein have been reviewed and are hereby approved.

Client and MFSOK have entered into this Agreement by the duly authorized representatives which was approved on June 11, 2024, at a meeting duly called and held in full compliance with the Oklahoma Open Meeting Act.

MUNICIPAL FINANCE SERVICES, INC.

By: _____
Jericah M. Dawson, Vice President

INDEPENDENT SCHOOL DISTRICT NUMBER 16
PAYNE COUNTY, OKLAHOMA (STILLWATER
BOARD OF EDUCATION)

By: _____
Title: President, Board of Education

ATTEST:

_____
Clerk, Board of Education

(SEAL)

ROSENSTEIN, FIST & RINGOLD

ATTORNEYS AT LAW

JOHN G. MOYER, JR.
JERRY L. ZIMMERMAN
FREDERICK J. HEGENBART
ERIC P. NELSON
JOHN E. PRIDDY
BRYAN K. DRUMMOND
KENT B. RAINEY
ERIC D. WADE
SAMANTHIA S. MARSHALL
ADAM S. BREIPOHL
ERIC D. JANZEN
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(405) 521-0202

C.H. ROSENSTEIN (1893-1990)
HENRY L. FIST (1893-1976)
DAVID L. FIST (1931-2008)
A.F. RINGOLD (1931-2021)

OF COUNSEL

ALISON A. PARKER
LINDSEY E. ALBERS

May 31, 2024

VIA ELECTRONIC MAIL
Uwe Gordon, Superintendent
Stillwater School District
UGordon@StillwaterSchools.com

Re: RFR Engagement Letter 2024-2025

Dear Mr. Gordon:

This letter is intended to establish the terms and conditions of this firm's representation of Stillwater Independent School District No. 16 of Payne County, Oklahoma ("District"). This agreement must be approved by the Board pursuant to an agenda item at a duly called meeting of the Board.

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

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

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

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

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

This agreement may be terminated at any time without cause by either party upon written notice to the other. The right to terminate is subject to our ability to withdraw from the representation with permission of the court, where applicable. This agreement shall be deemed renewed on July 1 of each year unless one of the parties advises the other on or before June 30 that it wishes to withhold ratification and/or to terminate the Agreement.

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

Kind regards,

Samanthia S. Marshall
ROSENSTEIN, FIST & RINGOLD

SSM/cnw

Enclosures: 2023 RFR Rate Sheet (Currently in Effect)

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

Entered into by the District this ____day of _____, 2024.

_____ _____
President, Board of Education Clerk

ROSENSTEIN FIST & RINGOLD

Governmental
2023 Billing Rates
Effective July 1, 2023

Years of Practice as Attorney:

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

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

ROSENSTEIN FIST & RINGOLD

Schedule of Reimbursed Expenses

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

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SERVICES AGREEMENT

This Master Service Agreement, along with all Attachments ("**Agreement**") is made effective as of May 14th, 20 24 ("**Effective Date**") by and between Vero Fiber Networks, LLC, a Colorado limited liability company, and its affiliates and subsidiaries with an address of 1023 Walnut Street, Boulder, CO 80302 ("**Vero**") and Stillwater Independent School District 16, with an address of 314 S Lewis Stillwater OK 74074 ("**Customer**"). Each may be referred to herein as a "**Party**" and collectively as the "**Parties**."

ARTICLE 1 - GENERAL

1.1 Agreement Structure. The purpose of this Agreement is to provide general terms, conditions and a framework within which Customer may from time to time purchase certain telecommunications and related infrastructure services ("**Services**") from Vero for its use. Additional terms and conditions that apply to each type of Service are set forth in the attached service description (each a "**Service Description**"). This Agreement, the applicable Service Descriptions and Service Orders (as defined in Section 1.2 below) and any other attachments are hereby incorporated herein and shall collectively be referred to as the "**Agreement**."

1.2 Orders for Services. Customer may request Vero to provide a Service by submitting a service order in a form provided by Vero from time to time ("**Service Order**") in accordance with the procedures set forth in this Agreement. Customer acknowledges and agrees that Customer is solely responsible for the accuracy of all Service Orders and other information that it provides to Vero. Each accepted Service Order shall incorporate by reference, and shall be subject to, the terms and conditions of this Agreement and the applicable Service Description. All Service Orders shall be subject to availability and acceptance by Vero. Customer may add Locations to an existing Service Order upon approval by Vero.

ARTICLE 2 - PAYMENT TERMS

2.1 Billing Commencement. Vero may commence billing and Customer shall be liable for payment for Services upon the Service Activation Date.

2.2 Invoicing and Payment Terms. The Service Order shall set forth the Non-Recurring and Recurring Charges. The Recurring Charge shall be the recurring fee for the Service. The Recurring Charge may be specified as a Monthly Recurring Charge ("MRC"), a Quarterly Recurring Charge ("QRC") or an Annual Recurring Charge ("ARC"). The Non-Recurring and Recurring Charges, plus any other amounts due, are payable in full within thirty (30) days from date of invoice ("**Due Date**"). Invoice amounts not paid on or before the Due Date shall bear interest at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is lower.

2.3 Invoice Disputes. To the extent that Customer disputes any portion of an invoice, Customer shall notify Vero in writing and provide detailed documentation supporting its dispute within forty-five (45) days of the invoice date or the Customer's right to any billing adjustment shall be waived. In the event of a billing dispute, Customer shall timely pay all undisputed amounts. If the dispute is resolved against Customer, Customer shall immediately pay such amounts due.

ARTICLE 3 – TERM AND RENEWAL

3.1 Term. The Term of this Agreement shall continue so long as there is an effective Service Order. The term of each Service Order shall commence on the Service Activation Date for such Service and continue for the period of time specified in that Service Order. Any renewal term options shall be as set forth in the Service Order. Following expiration of any Term or Renewal Term, the Service Order shall automatically renew for one (1) month periods (collectively, the "**Service Term**") until terminated by either Party upon at least ninety (90) days prior written notice.

3.2 Deferred Capital Fee.

Each agreement signed by the Customer pursuant to this Agreement shall contain a requirement for Customer to reimburse Vero's unrecovered Costs should the Customer elect to terminate the contract prior to the end of the Initial Term (the "Deferred Capital Fee.") The Deferred Capital Fee shall be paid in addition to any amounts due under the agreement through the date of termination. The Deferred Capital Fee shall be based on the pricing option selected by the Customer and shall be calculated as follows:

If the Service Order is terminated in this month of the initial Term:	The Deferred Capital Fee is:
Month 0-12	$1,363,203.00
Month 13-24	$1,090,562.40
Month 25-36	$817,921.80
Month 37-48	$545,281.20
Month 49-60	$272,640.60

ARTICLE 4 - SERVICE REQUESTS AND DELIVERY

4.1 Service Order Acceptance. Vero may accept or reject any submitted Service Order in its sole discretion. Unless otherwise provided in the Agreement, Customer's obligations specified in an accepted Service Order are non-cancellable.

4.2 Service Activation. After Vero has determined that the Service conforms to the relevant Service Specifications (including power and OTDR testing to verify performance within industry standard for calculated budget loss), Vero will notify Customer that the Service is delivered, meets the related Service Specifications and is available for use by Customer ("Service Activation Notice"). The "Service Activation Date" shall be the earlier of (i) the date on which Customer begins using the Service for any purpose other than testing or (ii) the date that Vero has sent the Service Activation Notice to Customer. Customer shall have two (2) days in which to notify Vero that it is rejecting the Service that does not meet the Service Specifications. If Customer has notified Vero within such two (2) day period that the Service does not meet the Service Specifications, and provided that such notification is legitimate, then Vero shall take such steps reasonably necessary to cause the Service to meet the Service Specifications, at which time Vero shall issue a new Service Activation Notice and the acceptance process above shall be repeated. Customer's failure or delay to test the Service or failure or delay to utilize the Service on or after the Service Activation Notice date shall not prevent Vero from billing Customer for the Service. The billing of any recurring charges shall begin on the Service Activation Date and continue throughout the Service Term.

4.3 Incrementally Delivered Locations. Unless otherwise specified in a Service Order, Vero may incrementally deliver individual Locations, when ready and may charge a proportionate share of the MRC for any Locations delivered prior to all Locations being delivered. "Location" shall mean each individual Customer building (or other location) to which Vero is providing Service.

ARTICLE 5 – EQUIPMENT AND INSTALLATION

5.1 Access and Customer Premises Obligations. In support of Vero meeting the Estimated Delivery Date, Customer specifically acknowledges that Customer is responsible for all work and Costs on the premise side of each Demarcation Point, including technically compatible cross-connections. "**Demarcation Point**" is the network interface point specified on a Service Order where Vero hands off Service to Customer. Customer shall be responsible for providing any needed easement for, securing all rights and paying all costs associated with building access, occupancy, and any other fees related to terminating Vero's fiber in the Customer's premises and otherwise conducting typical telecommunication operations at the premises ("Customer Requirements").

5.2 Vero Facilities. Vero, or its agent, may provide, install, maintain, repair, operate and control Vero's, conduit, fiber optic cable, fiber termination panels or any other equipment ("**Vero Facilities**"). Customer shall be liable for any loss of or damage to Vero Facilities caused by Customer's negligence, intentional acts, or unauthorized maintenance and shall reimburse Vero for the same. If, on responding to a Customer initiated service call, Vero reasonably determines that the cause of the service deficiency was a failure, malfunction or the inadequacy of facilities or equipment other than Vero Facilities, Customer shall compensate Vero for actual time and materials expended during the service call and for any work performed by Vero on non-Vero facilities.

ARTICLE 6 – USE OF SERVICE

6.1 Subject to the limitations set forth in this Schedule, Customer shall use the Service solely for lawful purposes. In no event whatsoever shall Customer directly or indirectly transfer, sell, assign, swap, exchange, lease, sublease, license, sublicense, resell or grant indefeasible or other rights of use in or to all or any part of the optical fiber strands

as "dark fiber" as such term is commonly understood in the telecommunications industry. A violation of this provision shall be a material default and shall subject Customer to immediate termination.

6.2 Except as expressly set forth herein, the lease does not include the right of Customer to own, control, access, maintain, splice, adjust, align, cut, modify or revise any portion of the Vero network. Customer will not install any equipment to be used with the Service that damages or interferes with Vero network.

ARTICLE 7 - DEFAULT; SUSPENSION OF SERVICE

7.1 Customer Default.

7.1.1 Customer is in default of this Agreement if Customer (a) fails to cure any monetary breach within ten (10) days of receiving notice of the breach from Vero; or (b) fails to cure any non-monetary breach of any terms of the agreement within thirty (30) days of receiving notice of the breach from Vero (each such event shall be a "**Customer Default**").

7.1.2 In the event of a Customer Default, Vero may suspend Services to Customer until Customer remedies the Customer Default, or Vero may terminate this Agreement and/or any or all of the Services being provided hereunder. Vero may at its sole option, but without any obligation, cure a non-monetary breach at Customer's expense at any point and invoice Customer for the same. These remedies are in addition to and not a substitute for all other remedies contained in this Agreement or available to Vero at law or in equity.

7.2 Vero Default.

7.2.1 Vero is in default of this Agreement if Vero fails to cure any non-monetary breach of any material term of this Agreement within thirty (30) days of receiving written notice of the breach from Customer ("**Vero Default**"); provided, however, that Customer expressly acknowledges that Service related failure or degradation in performance is not subject to a claim of Vero Default. Customer's sole and exclusive remedy for any failure of Service shall be as set forth in the attached Service Level Agreement.

ARTICLE 8 – TAXES AND OTHER FEES AND SURCHARGES

All charges for the Services are exclusive of any taxes and other fees and surcharges (as defined below). Except for taxes based on Vero's net income, Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, property taxes, value added, consumption, sales, use, gross receipts, excise, access and bypass ("**Taxes**"). Customer shall also be responsible for any property tax surcharges, additional government fees (including without limitation USF, Federal and State regulatory fees), franchise fees, rights of way fees or charges, license or permit fees, and any other duties, fees, charges or surcharges imposed on incident to, or based upon the provision, sale, or use of the Services ("**Other Fees and Surcharges**"). If applicable to the Services being purchased by Customer, such Other Fees and Surcharges will be listed on Customer's Invoice. If Customer is entitled to an exemption from any of the Taxes or Other Fees and Surcharges, Customer is responsible for presenting Vero with a valid exemption certificate (in a form reasonably acceptable to Vero). Certain taxes and fees paid by Vero, such as property taxes on the network, are not eligible for exemption. Vero will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Service billed by Vero to Customer following Vero's receipt of such exemption certificate.

ARTICLE 9 - LIMITATION OF LIABILITY

9.1 General Limitations. To the extent allowed by law, Vero shall enjoy any statutory protections granted to utility providers and shall not be liable for injury to or death of any person and for damage to or loss of any property arising out of or attributable to its operations and performance under this Agreement. Vero's total liability for any and all causes and claims whether based in contract, warranty, negligence or otherwise shall be limited to the lesser of (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Vero from Customer over the preceding three (3) months for the Service affected. Excluding payments due under any Service Order that have not been paid, no cause of action under any theory which accrued more than one (1) year prior to the filing of a complaint alleging such cause of action may be asserted by either Party against the other Party.

9.2 Special Damages. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN ARTICLE 10 AND EXCEPT FOR CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL,

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PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INCURRED OR SUFFERED BY EITHER PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, VERO MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE SERVICE, LOCAL ACCESS OR ANY OTHER MATTER, AND ANY SUCH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

9.3 No Liability for Certain Actions. Vero is not responsible for the content of any information transmitted or received through the Services. Other than as expressly stated herein, Customer shall be solely responsible for the security and confidentiality of information it transmits using a Service. Vero exercises no control over, and accepts no responsibility for, the content of the information passing through its network, or Customer equipment, and use of any such Service is at Customer's own risk.

ARTICLE 10 - INDEMNIFICATION

10.1 Indemnification. Each Party shall indemnify, defend and hold harmless ("**Indemnifying Party**") the other Party, its directors, officers, employees, and agents, successors and assigns ("**Indemnified Party**"), from all damages, costs, expenses and liabilities, including reasonable attorney's fees and disbursements, sustained in any action commenced by any third party in connection with the Indemnifying Party's performance of, or failure to perform, its obligations and duties under this Agreement except for those damages, costs, expenses and liabilities arising from the negligence or willful misconduct of the Indemnified Party; provided, however, that Vero is not obligated to indemnify Customer, and Customer shall defend and indemnify Vero hereunder, for any claims by any third party, including end users, arising from services provided by Customer that incorporate any of the Services including but not limited to (a) violation of any applicable law by end users; (b) damage to property or personal injury (including death) arising out of the acts or omissions of end users; (c) termination or suspension of Services of Customer or end users, due to a Customer Default; or (d) claims by a third party, including without limitation end users, arising out of or related to the use or misuse of any Service.

10.2 Indemnification Procedures. The Indemnified Party shall promptly notify the Indemnifying Party in writing of any such suit or claim and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The Indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the Indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the Indemnifying Party shall not take any action in defense or settlement of the claim that would negatively impact the Indemnified Party. The Indemnified Party shall provide cooperation and participation of its personnel as required for the defense at the cost and expense of the Indemnifying Party.

ARTICLE 11 - FORCE MAJEURE

Neither Party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to, acts of third parties not under the direction or actual control of the Party delayed or unable to perform including, but not limited to, acts of God, fire, explosion, third party actions, flood, storm, or other similar catastrophe, any law, order, regulation, direction, action, request or failure to act of the government, or any department, agency, commission, court, or bureau of a government, or any civil or military authority, national emergency, insurrection, riot, war, strike, lockout, or work stoppage (each, a "**Force Majeure Event**"). The Party claiming relief under this Section shall promptly notify the other Party of the occurrence or existence of the Force Majeure Event and of the termination of such event.

ARTICLE 12 - MISCELLANEOUS PROVISIONS

12.1 Subject to Laws. This Agreement is subject to all applicable federal, state and local laws, and regulations, rulings and orders of governmental agencies, including, but not limited to, the Communications Act of 1934, as amended, the Telecommunications Act of 1996, the Rules and Regulations of the Federal Communications Commission ("**FCC**"), Vero's applicable tariffs, if any, and the obtaining and continuance of any required approval or authorization of the FCC or any governmental body. Either Party may terminate its obligations under this Agreement and/or a Service Description and/or a Service Order without liability if ordered to do so by the final order or ruling of a court or other governmental agency or if such order or ruling would make it impossible for either Party to carry out its obligations under this Agreement.

12.2 Governing Law. This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Colorado.

12.3 Relationship of Parties. This Agreement does not create a partnership, joint venture or agency relationship between the Vero and Customer. Neither Party shall have any authority to bind the other Party to any agreement, understanding or other instrument, in any manner whatsoever.

12.4 Notices. Notices under this Agreement shall be in writing and delivered by certified mail, return receipt requested, or by nationally recognized courier to the persons whose names and business addresses appear below, and such notice shall be effective on the date of receipt, or refusal of delivery, by the receiving Party. **If Customer is disconnecting Service(s) for any reason, it also must deliver notice to Vero by email to "disco@veronetworks.com"**

If to Vero:	**If to Customer:**
Vero Fiber Networks, LLC	**Stillwater Independent School District 16**
Attn: Chief Legal Officer	
P.O. Box #1110	314 S Lewis
Boulder, CO 80306	Stillwater OK 74074

12.5 No Third Party Beneficiaries. The representations, warranties, covenants and agreements of the Parties set forth herein are not intended for, nor shall they be for the benefit of or enforceable by, any third party or person not a Party hereto.

12.6 Entire Agreement. This Agreement and each Attachment constitutes the entire understanding between the Parties relating to the rights, duties and obligations granted and assumed herein. Any prior agreements, promises, negotiations or representations regarding the subject matter hereof are of no force or effect. No alteration or variation of the terms of any provision shall be valid unless made in writing and signed by a duly authorized representative of Vero and the Customer. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and shall remain in effect and be binding upon the Parties. No course of dealing between the Parties and no failure to exercise any right hereunder shall be construed as a waiver of any provision hereof.

12.7 Counterparts/Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Vero Fiber Networks, LLC		
Signature: Pamela Moore		Signature: Marshall A Baker
Name: Pamela Moore		Name: Marshall A Baker
Title: CEO		Title: President BOE

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ATTACHMENT 1

SERVICE DESCRIPTIONS AND SERVICE LEVEL AGREEMENT

LEASED DARK FIBER SERVICES DESCRIPTION

A fiber-based Service where Vero owns and operates telecommunications facilities and is in the business of leasing dark fiber optic strands within the Vero network ("Dark Fiber"). Customer leases capacity (i.e. a specific number of fiber strands) on the Vero-owned fiber network. Customer pays Vero a non-recurring and/or recurring charge for the lease and maintenance of the Dark Fiber. As of the Service Activation Date for any Dark Fiber ordered under a Service Order, Vero agrees to lease to Customer, and Customer agrees to lease from Vero, the number of strands of Dark Fiber in the configuration described in the Service Order. Any materials, equipment, fiber optic cable and other personal property shall remain Vero's personal property even if installed to the real property of the Customer. Customer shall keep Vero's facilities and the Dark Fiber free from all liens, including but not limited to mechanics liens, and encumbrances by reason of the use of the Dark Fiber by Customer. Customer shall be responsible for obtaining and maintaining any rights or licenses required for it to lease, use, occupy or operate the Dark Fiber.

LEASED LIT FIBER SERVICES DESCRIPTION

A fiber-based broadband Service where Vero owns, maintains, lights and manages the network, and Customer pays a recurring charge to have data transported over that network. Customer is responsible for any data or other information it transmits over the network. Any materials, equipment, fiber optic cable and other personal property shall remain Vero's personal property even if installed to the real property of the Customer. Customer shall keep Vero's facilities and the network free from all liens, including but not limited to mechanics liens, and encumbrances by reason of the use of the Dark Fiber by Customer. Customer shall be responsible for obtaining and maintaining any rights or licenses required for it to lease, use, occupy or operate the network.

SERVICE LEVEL AGREEMENT

In the event of a Service Outage, other than for Force Majeure or the result of Customer's actions and/or equipment, Customer shall receive as its remedy the following Service Level Credit. The Service Level Credit in any month shall not exceed 100% of the recurring charge attributable to that month. "Service Outage" shall mean that the Service is unable to transmit data.

Service Measurement	Objective	Remedy
Availability	99.999%	100% of MRC for impacted Location
Latency	<10 ms	100% of MRC for impacted Location
Mean Time to Repair a Service Outage	4 hours	100% of MRC for impacted Location

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ATTACHMENT 2

Technical Support, Maintenance, Relocation & Repair Procedures

1. **Purpose.** Vero shall provide Routine Maintenance and Non-Routine Maintenance as defined in and in accordance with this Attachment. This Exhibit describes the policies and procedures Vero utilizes to monitor and maintain the Service throughout the duration of the Service Term. Vero shall ensure that the Service is maintained according to the specifications and procedures specified herein, through application of commercially reasonable and accepted industry standards and in accordance with manufacturers' specifications. The purpose and result of monitoring and maintenance shall be to maintain (in the case of routine maintenance) or restore (in the case of non-routine maintenance) the functionality of the Service. Vero reserves the right to modify these procedures as appropriate to ensure that performance specifications are achieved.

2. **Technical Support.** Vero's Network Operations Center ("NOC") oversees Service maintenance and repair and is available on a twenty-four (24) hour per day, seven (7) days per week basis (24x7). Vero utilizes only qualified personnel, office services, vehicles, and all tools and materials required for the safe and proper performance of network monitoring, maintenance procedures and emergency restoration.

3. **Routine Maintenance.** Routine Maintenance is maintenance and repairs that Vero deems necessary to ensure proper functioning of the Vero network, Vero shall perform routine and preventative maintenance, including route patrol and all cable and locate activities as a part of the local "Call Before You Dig" program. Planned network maintenance that does or does not potentially involve the disruption of functionality of the Service is also considered Routine Maintenance. The nature of such a planned Routine Maintenance activity is such that it can be pre-scheduled so as to allow notification to Customer as appropriate. The Vero NOC will generally conduct such planned Routine Maintenance outside normal working hours anytime between 12:00 AM to 6:00 AM (local time) seven (7) days a week. Vero will use commercially reasonable efforts to provide Customer with ten (10) business days prior notice of Routine Maintenance that is service affecting and five (5) business days prior notice of Routine Maintenance that is not service affecting. All maintenance other than Routine Maintenance as described above shall be deemed to be Non-Routine Maintenance.

4. **Non-Routine & Emergency Maintenance.** Non-Routine Maintenance is repair, restoration or maintenance that restores the functionality of the Services. For any Non-Routine and/or emergency Maintenance (including, but not limited to, repairs required due to cable cuts, fires, remodeling work or other acts of third parties or Force Majeure events), Customer will first use commercially reasonable efforts to determine that any disruption in the functionality of the Service is not on the Customer's side of the Demarcation Point. In the event Vero is required to respond to a perceived or actual interruption of Customer's service and it is determined that the interruption was the result of Customer's actions and/or equipment and not attributed to the failure of Vero's services, Vero reserves the right to charge the Customer the full amount of such Non-Routine Maintenance expense. After verifying that the problem is not on Customer's side of the Demarcation Point, Customer shall open a Trouble Case for Technical Support by contacting Vero Customer Support at (800) 691-8376 or submit a request at www.veronetworks.com.

5. **Fiber Optic Cable Repair & Restoration.** Following receipt of Customer's notification of a Trouble Case, Vero shall use its best efforts to respond on-site (if necessary) to the affected location(s) within two (2) hours of the initial Trouble Case, provided Vero has all necessary access to the Customer Location(s), including Customer's Premises. In the event of a cable failure, Vero shall use its best efforts to begin Service restoration within four (4) hours following identification of such failure. Vero shall use its best efforts to then restore the functionality of the Service no later than six (6) hours following initiation of restoration activities. During an outage Vero shall contact Customer on a regular basis, to update the status of restoration. Vero is responsible for ensuring that the maintenance personnel are properly trained and otherwise qualified to perform the maintenance on the Services. Customer shall procure for Vero reasonable 24x7x365 access to Customer's Location(s) for purposes of both Routine and Non-Routine Maintenance.

6. **Relocation.** Customer acknowledges and agrees that, after the Service Activation Date, Vero may be required (i) by any governmental authority under the power of eminent domain or otherwise, (ii) by the grantor or provider of any underlying right, (iii) by any other person having the authority to so require, or (iv) by the occurrence of any Force Majeure Event, to relocate a portion(s) of the Vero network.

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ATTACHMENT 3

ADDITIONAL TERMS APPLICABLE TO UNIVERSALE SERVICE (E-RATE) CUSTOMERS

Customer may seek funding through the Federal Universal Service Fund program known as "E- Rate" for some or all of the Services purchased under the Agreement. E- Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (sometimes collectively or individually referred to herein as "USAC/SLD" and/or "E-Rate Program"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate Program. Both parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E- Rate Program. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the Customer, USAC/SLD and/or the FCC. Vero makes no representations or warranties regarding such eligibility.

1. **Reimbursement of USAC/SLD.** If USAC/SLD seeks reimbursement from Vero of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD - determines that Service(s) that it had previously approved for discounts are not eligible and funds must be returned (other than as the result of Vero's failure to comply with the E-Rate requirements), then Customer shall reimburse Vero for any such funds Vero must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments, fees and early termination fees.

2. **Requested Information.** If requested, Customer will promptly provide Vero with final copies of the following E-Rate related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.

3. **Service Substitutions and Suspension of Payments.** Vero will provide services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests. Insofar as Vero services are being reimbursed with E-Rate funds and Vero becomes aware that USAC/SLD has suspended payment resulting from a possible program rule violation or breach of the Agreement by Customer and, accordingly, suspension of services, Vero may continue Services upon execution of an agreement mutually satisfactory to both parties.

4. **Non-Appropriations.** By executing the Agreement and ordering Services, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Initial Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Service(s), Customer may terminate the Service(s) upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Service(s); and (iii) Customer has negotiated in good faith with Vero to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget for such Service(s). No penalty shall accrue to Customer in the event this provision is exercised, and Customer shall not be obligated or liable for any future payments due or any damages as a result of termination under this Attachment.

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Attachment 4- Service Order

vero NETWORKS

Customer Name:	Stillwater Independent School District 16	**Service Order ID:**	187460-1	Vero Fiber Networks, LLC
Customer ID:	187460	**Service Order Date:**	3/15/2024	PO Box 1110
Customer Location:	Stillwater OK	**SPI or BEAR:**		Boulder, CO 80306
				303-350-4060

Customer Info		**Customer Authorized Agent Info**	
Customer Name:	Stillwater Independent School District 16	Name:	Bryan Bloomer
Street Address:	314 S Lewis	Title:	Director of Technology Services
Street Address 2:		Phone (Primary):	405.707.5116
City/State:	Stillwater OK	Phone (Secondary):	
Zip	74074	Email:	bbloomer@stillwaterschools.com

Product	Bandwidth	A Location	Z Location	Qty	Term (Months)	Montly Recurring Charge	Non-Recurring Charge
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	Stillwater Junior High School 1900 N Skyline St Stillwater OK 74075	1	60	$1,514.67	$0.00
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	Stillwater Middle School 2200 S Sangre Rd Stillwater OK 74074	1	60	$1,514.67	$0.00
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	Skyline Elementary School 1402 E Sunrise Ave Stillwater OK 74075	1	60	$1,514.67	$0.00
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	Highland Park Elementary 400 S Drury St Stillwater OK 74074	1	60	$1,514.67	$0.00
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	Westwood Elementary School 502 S Kings St Stillwater OK 74074	1	60	$1,514.67	$0.00
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	Will Rogers Elementary School 1211 N Washington St Stillwater OK 74075	1	60	$1,514.67	$0.00
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	Richmond Elementary School 201 W Richmond Rd Stillwater OK 74075	1	60	$1,514.67	$0.00
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	Lincoln Alternative Academy 215 E 12th Ave Stillwater OK 74074	1	60	$1,514.67	$0.00
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	Sangre Ridge Elementary School 2500 S Sangre Rd Stillwater OK 74074	1	60	$1,514.67	$0.00
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	SPS Ag Facility 148 N Drury Stillwater OK 74074	1	60	$1,514.67	$0.00
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	SPS Administration 314 S Lewis St Stillwater OK 74074	1	60	$1,514.67	$0.00
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	Stillwater High School 1224 N Husband St Stillwater OK 74075	1	60	$1,514.67	$0.00
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	SPS Tech Office 1644 Cimarron Plaza Stillwater OK 74075	1	60	$1,514.67	$0.00
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	SPS Virtual Academy 308 W Franklin Ln Stillwater OK 74075	1	60	$1,514.67	$0.00
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	SPS Baseball/Softball Complex 962 E Alcott Ave Stillwater OK 74074	1	60	$1,514.67	$0.00
Subtotal						$22,720.05	$0.00
			Telecom Fees and Surcharges			$1,238.24	$0.00
Total						$23,958.29	$0.00

Special Terms and Conditions
NEW SITES- Vero will add any new future school sites at the same MRC per site as the ones listed above. Any NRC or special construction(If applicable) will be at the same cost per foot as the sites above. If Vero is unable to connect a new site within the MRC/NRC, and/or special construction costs, the district may file a new Form 470 to bid out those specific sites. This order is conditional upon receiving School Board Approval and a Funding Commitment Decision Letter from USAC.

Renewal Options			
Voluntary Renewals	Yes	**Renewal terms:**	3 optional renewals of 5 years each @ $22,720.05

This Service Order is attached to and incorporated into the Master Services Agreement between Vero Fiber Networks, LLC (Vero) and Customer (the "Agreement"). The Services described in this Service Order are subject to the Terms and Conditions contained in the Agreement. To the extent of any conflict between the terms and conditions in this Service Order and the Agreement, the Service Order shall control. By signing this Service Order, you represent that you are the authorized Customer representative and the information above is true and correct. Each party may use electronic signature to sign this Service Order provided the electronic signature method used by Customer is acceptable to Vero. "Acceptance" of this Service Order by Vero shall occur upon the earlier of (i) Vero's countersignature of this Service Order or (ii) Vero's installation of the Service described above at Customer's location. Customer agrees to utilize all Leased Lit Fiber connections for equal to or greater than 50% intrastate traffic. I acknowledge that I have read and understand the Agreement and General Terms

Stillwater Independent School District 16		**Vero**
Signature:	Pamela Moore	**Signature:**
Print Name:	Pamela Moore	**Print Name:**
Title:	CEO	**Title:**
Date:	04.22.2024	**Date:**

ArbiterSports

The Only One That's All In One

Subscription Order Form

Company Address	9815 S Monroe St, STE 204 Sandy, Utah 84070 United States	Quote Number	00676257
Created Date	4/26/2024	Contract Length	1 Year
Prepared By	Garrett Sadler	Start Date	7/1/2024
Email	garrett.sadler@arbitersports.com	End Date	6/30/2025
Billing Schedule	One-Time		

Customer Billing

Account Name	Stillwater High School	Primary Contact	Michael Arnold
Billing Contact	Michael Arnold	Primary Email	marnold@stillwaterschools.com
Billing Email	marnold@stillwaterschools.com	Primary Title	CFO
Billing Phone	405-533-6300	Primary Phone	405-533-6300
Billing Address	1224 N Husband St Stillwater, Oklahoma 74075-3630 United States	Address	1224 N Husband St Stillwater, Oklahoma 74075-3630 United States

Subscriptions & Services

Product	Quantity	Sales Price	Total Price
300- (YEAR 1) ArbiterPay Unlimited Pricing	1.00	$1,637.00	$1,637.00

Year 1

Year 1 Start Date	7/1/2024	Year 1 Total	$1,637.00
Year 1 End Date	6/30/2025	Year 1 Payment Due	7/31/2024

Contract Total

Subtotal	$1,637.00
Total Discount	$0.00
Grand Total	$1,637.00

ArbiterPay Purchases ONLY

The following only pertains to those purchasing ArbiterPay or ArbiterPay Unlimited.

Follow the below instructions to fund your ArbiterPay account. Please, DO NOT send checks, intended to fund your ArbiterPay account, directly to ArbiterSports. Failure to follow the below will result in your ArbiterPay Trust account not being funded and your ability to process payments will be unavailable.

ArbiterSports

The Only One That's All In One

Where to send the check and completed deposit slip:

Via USPS:
Cache Valley Bank Trustee
FBO Arbiter Pay Deposits
PO Box 3224
Logan, UT 84323

Via Non-USPS carrier:
Cache Valley Bank Trustee
FBO Arbiter Pay Deposits
101 North Main
Logan, UT 84321

Terms & Conditions

Standard Conditions:

1. This Subscription Order Form is governed by ArbiterSports website's standard Terms and Conditions ("Terms and Conditions") https://www.arbitersports.com/terms-and-conditions/, if Customer is subscribing to ArbiterPay, by ArbiterSports' standard Payor Agreement for ArbiterPay Users (the "ArbiterPay Agreement") https://www.arbiterpay.com/s/Payor-Agreement-20210510.pdf (if applicable), each incorporated herein by reference.

2. In the event of any conflict or inconsistency between the Special Instructions or Standard Conditions of this Subscription Order Form and any provisions of the Terms and Conditions or the ArbiterPay Agreement, this Subscription Order Form shall govern and control.

3. Notwithstanding any provision of the Terms and Condition or the ArbiterPay Agreement, upon a material breach by ArbiterSports which is not cured within 30 days following receipt of written notice, Customer may terminate its subscription and receive the prorated amount paid by Customer for the applicable year.

4. The Terms and Conditions and the ArbiterPay Agreement (if applicable), together with this Subscription Order Form, represent the entire agreement between the parties and cannot be overridden by terms contained in any later received document unless the additional terms are accepted in writing by both parties.

5. All references to monetary values shall mean United States dollars and do not include any taxes that may apply.

6. CUSTOMER MUST PROVIDE ARBITERSPORTS WITH VALID AUTOMATED PAYMENT INFORMATION AS A CONDITION TO RECEIVE OR USE THE SERVICES. BY PROVIDING ARBITERSPORTS WITH AUTOMATED PAYMENT INFORMATION, CUSTOMER AUTHORIZES ARBITERSPORTS TO CHARGE CUSTOMER'S PAYMENT ACCOUNT FOR ANY AMOUNTS ARISING FROM OR RELATING TO THE ABOVE SERVICES WITHOUT FURTHER AUTHORIZATION FROM CUSTOMER. CUSTOMER IS RESPONSIBLE FOR AND AGREES TO UPDATE ARBITERSPORTS WITH ANY CHANGES TO CUSTOMER'S BILLING AND/OR AUTOMATED PAYMENT INFORMATION (E.G., NEW OR UPDATED CREDIT CARD, CREDIT CARD EXPIRATION DATE OR OTHER PAYMENT BANK ACCOUNT INFORMATION).

7. CUSTOMER AUTHORIZES ARBITERSPORTS TO CHARGE CUSTOMER'S ARBITERSPORTS ACCOUNT FOR ANY AMOUNTS ARISING FROM OR RELATING TO THE ABOVE SERVICES WITHOUT FURTHER AUTHORIZATION FROM CUSTOMER.

8. UNLESS CUSTOMER NOTIFIES ARBITERSPORTS IN WRITING (INCLUDING VIA THE ABOVE ARBITERSPORTS EMAIL ADDRESS) 10 DAYS PRIOR TO THE END OF CUSTOMER'S SUBSCRIPTION, CUSTOMER'S SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR AN ADDITIONAL TERM EQUAL TO THE LENGTH OF THE ORIGINAL TERM (FOR EXAMPLE, A TWO-YEAR TERM WILL AUTOMATICALLY RENEW FOR AN ADDITIONAL TWO-YEAR TERM). IF ARBITERSPORTS INCREASES THE ANNUAL SUBSCRIPTION PRICE FOR ANY SERVICES, ARBITERSPORTS WILL NOTIFY CUSTOMER IN WRITING (INCLUDING VIA THE ABOVE CUSTOMER EMAIL ADDRESS) OF SUCH INCREASE AT LEAST 30 DAYS PRIOR TO THE END OF CUSTOMER'S SUBSCRIPTION. IN THE EVENT CUSTOMER DOES NOT TERMINATE, THE RENEWAL WILL BE AT THE INCREASED PRICES.

9. I hereby authorize ArbiterSports, LLC to initiate a withdrawal from my account within ArbiterPay to pay for services as indicated. I also authorize ArbiterSports, LLC to make deposits to this account in the event that an entry is made in error. I agree that no prior notification will be provided unless the date or amount changes, in which case you will receive notice at least 10 days prior to the payment being collected.

Customer to Complete:

Is a Purchase Order required for ArbiterSports to receive payment for the Services in this Subscription Order Form? Please fill in **YES** or **NO** here:

ArbiterSports

The Only One That's All In One

Acknowledgment and Acceptance of Terms

By signing this Subscription Order Form, the individual signing on behalf of Customer is committing and confirming that they are authorized by Customer to execute this Subscription Order Form and to purchase the Service listed above.

Accepted By (Legal Entity):	**Accepted By (Legal Entity):** ArbiterSports, LLC
Signature:	**Signature:**
Print Name:	**Print Name:** John Hopkins
Title:	**Title:** Chief Financial Officer (CFO)
Date:	**Date:**

Contract Agreement

THIS AGREEMENT made by and between **Air & Earth, Inc.** located at 10025 South Sooner Road, Oklahoma City, Oklahoma 73165 and **Stillwater Public Schools**, located at 314 S. Lewis Street, Stillwater, Oklahoma 74074, witnesses:

WHEREAS, **Air & Earth Inc.**, an Oklahoma Corporation whose personnel consist of Department of Labor licensed inspectors, management planners and project designers, shall provide services to **Stillwater Public Schools** for compliance with the 1986 Asbestos Hazard Emergency Response Act (AHERA) regulations. Services include conducting 3-Year Re-Inspections and 6-Month Periodic Surveillances. Support for the LEA to maintain the required “upkeep” (i.e. 2-Hour Awareness and Designated Personnel Trainings) shall be provided at additional fee.

ADDITIONALLY, **Air & Earth Inc.**, when asbestos-related concerns, spills, and/or abatement may be relevant to **Stillwater Public Schools**, shall provide correspondence and assistance to properly and safely handle the tasks required (i.e. Q/A air-quality monitoring for asbestos, project designing for asbestos abatement needs, etc.); the costs for these additional services rendered shall be negotiated for approval with **Stillwater Public Schools** prior to or at the time of service, depending on needs of the project.

NOW, THEREFORE, it is agreed between both parties that **Stillwater Public Schools** shall pay to **Air & Earth, Inc.** for said services, the sum of **Three Thousand Dollars ($3,000.00)**, for the Fiscal Year July 01, 2024 through June 30, 2024.

This contract shall be governed by the laws of the State of Oklahoma.

In witness whereof, the parties hereto have set their hands this 25th day of May, 2024.

Air & Earth Inc. | Stillwater Public Schools

Cole Schweikhart, V-P Field Operations | _____
Name/Title | Name/Title

State of Oklahoma)
) SS
County of Cleveland)

Before me, **Jo L. Schweikhart**, Notary Public in and for the said County and State, on this 25th day of May, 2024, personally appeared **Cole Schweikhart**, an officer of Air & Earth Inc.

In witness whereof, I have here unto set my hand and official seal the day and year last written above.

_____
Notary Public

My Commission Expires: 08/25/24

(SEAL)

JO L. SCHWEIKHART NOTARY # 08008767 EXP. 08/25/24 PUBLIC STATE OF OKLAHOMA

State of Oklahoma)
) SS
County of _____)

Before me, _____, Notary Public in and for the said County and State, on this ___ day of _____, _____, personally appeared _____, agent of Stillwater Public Schools.

In witness whereof, I have here unto set my hand and official seal the day and year last written above.

_____
Notary Public

My Commission Expires: _____

(SEAL)

Board of Directors

Terry Davidson, Chairman
Finance Director: Comanche Schools

Sherry Durkee, Vice Chairman
Superintendent: Sand Springs Schools

Dr. John Cox, Treasurer
Superintendent: Peggs Schools

Shelley Free, Secretary
Superintendent: Kiamichi Technology Center

Jeremy Hogan, Member
Superintendent: Collinsville Schools

Jeff Daugherty, Member
Superintendent: Merritt Schools

Jason Lindley, Member
Superintendent: Hartshorne Schools

Executive Director

Rick Thomas

June 5, 2024

Uwe Gordon
Stillwater Public Schools
314 S. Lewis
Stillwater , OK 74074

RE: Membership Proposal Effective 07/01/2024

Dear Uwe Gordon:

We are very pleased to provide you with the attached proposal for insurance coverages with Oklahoma Schools Insurance Group (OSIG).

OSIG is not a conventional insurance program. We are a public entity in the state of Oklahoma formed by an Interlocal Agreement and made up of member public school districts. Our organization is non-profit, **member owned** and controlled by a board of your peers. Our sole mission is to serve our member schools. Our promise is to provide quality insurance coverage and superior service at stable pricing. We are pleased that 538 school districts are members of OSIG. Our membership is strong and committed.

OSIG's financial position is excellent. No other Oklahoma school insurance program can provide you with this security. Our organization is continuously growing, improving and looking for new ways to serve Oklahoma schools. The group purchasing power of OSIG and a non-profit structure provides competitive insurance rates even in tough financial times.

Included in this proposal is information on OSIG's financial condition and summaries of enhanced coverages that only OSIG provides.

For the 07/01/2024 to 7/1/2025 plan year, we are requiring the resolution to be signed by the member's Board of Education and returned to OSIG before close of business June 28, 2024 in order to bind coverage effective July 1, 2024.

Loss control, risk management services and specialized insurance coverages included in OSIG program are:

- Enhanced Property and Liability Coverage
- Cyber Liability, Crime, Pollution, School Violent Acts Protection
- Online training in many different areas for your school employees
- Loss Control Site Surveys/Safety Inspections
- Member Only Risk Management Library at osig.org
- StopIt Anonymous Incident Reporting mobile and web app

Sincerely,
OSIG Program Administration

OSIG Oklahoma Schools Insurance Group

Stillwater Public Schools
314 S. Lewis
Stillwater , OK 74074

This is not an invoice.

Breakdown of Insurance Cost

Annual Premium Breakdown	
Property:	$1,432,659
Boiler & Machinery:	$6,040
Auto Physical Dmg:	$14,572
General Liability:	$33,210
Auto Liability:	$44,287
Educators Legal:	$33,210
Excess Liability:	$25,734
Total Annual:	$1,589,712

A 25% minimum earned premium applies.

Agent's Commission = 7.0%

Your historical billed premiums, total insured values and loss information are shown in the charts below.

Year	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Total Values	$260,715,220	$277,784,149	$278,574,333	$290,499,807	$374,779,257	$366,505,449
Premium	$549,531	$585,111	$688,491	$853,883	$1,005,582	$1,495,942
Distribution		$24,048	$0	$0	$0	$0

Number of Claims:	Insurance Cost Paid to OSIG (incl Endts):	Incurred Claims:	Loss Ratio:
81	$5,168,407	$4,745,879	91.82%

Your losses are considered in the calculation of the cost of your insurance. Your dedication to maintaining your property and providing safe campuses for your students and community will result in savings in the cost of your insurance.

Payment Terms

Payment of the insurance cost is due the effective date of your coverage. **A copy of your purchase order encumbering funds for payment of your insurance should be provided to OSIG as soon as available.** A three (3) payment plan option is available.

Installment #1	1/3 of total	due 7/1/24
Installment #2	1/3 of total	due 8/1/24
Installment #3	1/3 of total	due 9/1/24

Coverages

OSIG provides a full range of property and liability coverages with the exception of workers compensation. Crime and Cyber Liability coverages are included in pool limits.

Property

- Full Replacement Cost - Except Roofs over 15 years old and Autos, Contractors Equipment & Debris Removal Only adjusted at ACV or buildings designated as ACV or *stated value
- No Coinsurance Clause
- Exclusion - Cosmetic loss to metal roof coverings caused by hail
- Real And Personal Property- Limit Per Occurrence $1,000,000,000
- Building - Margin Clause 125% of scheduled limits per statement of value
- Business Personal Property - blanket coverage per statement of values

  including:
  - Electronic Data Processing Equipment, and Media
  - Accounts Receivable
  - Valuable Papers
  - Fine Arts
  - Miscellaneous Property
  - Miscellaneous Unnamed / Undescribed Property
  - Builder's Risk

    *Note All Builder's Risk projects must be reported to OSIG - Frame projects are subject to approval
  - Outdoor Property - covered all perils
  - Extra Expense
  - Business Income including Rental Income and Tuition Income
  - Ordinance or Law including Increased Cost of Construction and Demolition
  - Contractor's Equipment Coverage
  - Debris Removal Coverage
  - Covered Property In Transit
  - Personal Property of Others/Officers/Employees
  - Off Premises Services Interruption including Extra Expense
  - Vehicle Damage
- Newly Acquired Property Coverage - 120 days $25,000,000
- Earthquake, Volcanic Eruption- Aggregate Any One Policy Year $10,000,000
- Flood- Aggregate Any One Policy Year $25,000,000

  *Note Flood Zones A and V are excluded
- Terrorism $500,000,000
- Pollution Liability included
- Boiler And Machinery Coverage- Any One Occurrence $200,000,000

Please refer to the attached property and automobile schedules for your school district's limits of insurance for Building, Contents, Extra Expense, Miscellaneous Property, EDP, Earthquake, Flood and Automobile Physical Damage coverage.

Deductibles

Optional increased deductible quotations are available upon request.

- $100,000 Property Deductible Per Occurrence
- $100,000 Property Deductible Per Occurrence- Windstorm / Hail
- $1,000 Boiler / Machinery Deductible per Occurrence
- $10,000 Terrorism Deductible Per Occurrence
- $50,000 Flood, Earthquake and Pollution

General Liability

- $1,000,000 Limit Per Occurrence (subject to the Governmental Tort Claims Act)
- Bodily Injury, Property Damage And Personal / Advertising Injury
- Premises / Operations And Products / Completed Operations
- Miscellaneous Medical Professional to Include School Nurses, Student Nurses, Counselors and Allied Health Programs
- Insureds Include District, Board Members, Employees, Student Teachers, And Volunteers
- No Exclusions for Corporal Punishment or Sexual Misconduct
- No Deductible
- PTA/PTO's included for coverage if funds flow through school's books.

School Board Legal Liability

- Claims-Made Form
- $1,000,000 Limit Per Occurrence (subject to the Governmental Tort Claims Act)
- Errors And Omissions Liability including Educational Errors And Omissions
- Employment Practices Liability
- Insureds Include District, Board Members, Employees, Student Teachers, and Volunteers
- *Unlimited Prior Acts / No retroactive date included
- $25,000 legal costs for IEP administrative hearings
- $5,000 Deductible

  *Any incidents or potential claims that have been reported to the superintendent, any associate superintendent, principal, assistant principal, personnel directors, dean or school attorney should be reported to your current carrier immediately.

Employee Benefit Liability

- Claims Made Form
- Unlimited Prior Acts / No retroactive date included

  *Any incidents or potential claims that have been reported to the superintendent, any associate superintendent, principal, assistant principal, personnel directors, dean or school attorney should be reported to your current carrier immediately.

Automobile Liability

- $1,000,000 Limit Per Occurrence (subject to the Governmental Tort Claims Act)
- Bodily Injury And Property Damage
- Includes Hired and Non-Owned Exposures
- Includes Uninsured and Underinsured Motorists (Oklahoma Minimum Limits)
- Insureds Include District, Board Members, Employees, Student Teachers, and Volunteers
- Coverage included for garage liability and garage keepers legal liability.
- $1,000 Auto Property Damage Deductible
- No charge for vehicles added/deleted during the policy term. Vehicle changes must be reported to OSIG.

Automobile Physical Damage

- Actual Cash Value
- $1,000 Deductible
- Vehicle additions / deletions / changes must be reported to OSIG

  No charge for vehicles added/deleted during the policy term.
- Please refer to the attached schedule of vehicles.

Crime

- $10,000 Limit Per Occurrence / Per District
- Employee Dishonesty
- Premises Money And Securities
- Transit Money And Securities
- $1,000 Deductible

Cyber Liability

- Claims-Made Form
- Retro date - first effective date with OSIG
- Liability
    - $2,000,000 Annual Aggregate Limit for Information Data and Network Liability
    - $2,000,000 Annual Aggregate for Regulatory Defense and Penalties
    - $2,000,000 Annual Aggregate for Payment Card Liability and Costs
    - $2,000,000 Annual Aggregate for Media Liability
- Breach Response Cost
    - $500,000 Annual Aggregate for Breach Response Cost
- First Party
    - $750,000 Annual Aggregate for Cyber Extortion Loss
    - $750,000 Annual Aggregate for Data Recovery Costs
    - $750,000 Annual Aggregate for Business Interruption Resulting in Security Breach
    - $500,000 Annual Aggregate for Business Interruption Resulting in System Failure
    - $750,000 Annual Aggregate for Dependent Business Interruption Resulting in Security Breach
    - $100,000 Annual Aggregate for Dependent Business Interruption Resulting in System Failure
- eCRIME
    - $75,000 Annual Aggregate for Fraudulent Instruction
    - $75,000 Annual Aggregate for Funds Transfer Fraud
    - $75,000 Annual Aggregate for Telephone Fraud
- Coverage Endorsements
    - $100,000 Annual Aggregate for Reputation Loss
    - $50,000 Annual Aggregate for Claims Preparation Costs for Reputation Loss Claims Only
    - $100,000 Annual Aggregate for Computer Hardware Replacement Costs
    - $100,000 Annual Aggregate for Invoice Manipulation
    - $25,000 Annual Aggregate for Cryptojacking
- $10,000 Deductible

Deadly Weapon Protection

- Claims Made Form
- $500,000 Limit Per Occurrence
- $2,500,000 Annual Aggregate
- $10,000 Deductible
- Must notify OSIG within 90 days of receiving notice of a covered accident

Excess Liability

- Excess Primary Limits $4,000,000
- Follow Form Underlying - Excluding Employers Liability

Note: Per Occurrence Limits are shared limits except as otherwise indicated.

OSIG Oklahoma Schools Insurance Group

Property Schedule

Report Printed: 06/05/2024 03:25 am

Stillwater Public Schools

Location	Occupied As	Bldg Value	Contents Val
1101 W. Lakeview Dr	Homeless Liaison Storage Unit 1 (Contents Only)	$0	$5,618
1211 N Washington	Fence	$59,272	$0
1211 N Washington	Flagpole	$3,739	$0
1211 N Washington	Marquee Sign	$7,180	$0
1211 N Washington	New Will Rogers Elementary	$23,449,881	$2,966,241
1211 N Washington	Playground	$52,360	$0
1211 N Washington	S/B 45 lights	$65,000	$0
1224 N Husband	Art Building	$1,094,201	$126,646
1224 N Husband	Artificial Turf @ Football field	$1,186,292	
1224 N Husband	Athletic Training Center	$2,392,914	$394,463
1224 N Husband	City Gym	$6,261,607	$626,161
1224 N Husband	Gym (West)	$1,994,925	$329,454
1224 N Husband	High School	$28,754,744	$4,059,418
1224 N Husband	Lights & Poles @ Pioneer Stadium	$807,848	
1224 N Husband	Main Gym	$15,400,826	$1,947,296
1224 N Husband	Multi Purpose Building	$1,379,683	$215,986
1224 N Husband	Multipurpose Facility-Track System	$739,746	$73,975
1224 N Husband	Parking Lot Lights	$89,758	
1224 N Husband	Performing Arts Center	$24,140,849	$3,268,811
1224 N Husband	Pioneer Stadium	$13,958,993	$5,465,272
1224 N Husband	Pioneer Stadium Fencing	$70,780	$0
1224 N Husband	Portable Building	$89,763	$31,120
1224 N Husband	Portable Building	$89,763	$31,120
1224 N Husband	Wrestling Gym	$1,478,183	$245,173
1402 E Sunrise	Fence	$14,361	
1402 E Sunrise	Light Poles	$12,563	
1402 E Sunrise	Marquee Sign	$8,303	
1402 E Sunrise	Playground	$52,360	
1402 E Sunrise	Skyline Elementary	$19,217,673	$2,301,637
148 N Dury	Greenhouse (No Contents)	$136,150	$0
148 N Dury	Husbandry/Show Barn	$1,537,577	$153,758
148 N Dury	Vo-Ag Classrooms	$576,634	$57,663
148 N Dury	Vo-Ag Facility	$4,409,912	$440,991
1900 N. Skyline	Concession Stand	$107,103	$9,281
1900 N. Skyline	Football Bleachers	$83,778	
1900 N. Skyline	Football Lights & Poles	$116,694	
1900 N. Skyline	Football Scoreboard	$8,898	
1900 N. Skyline	Junior High	$31,812,990	$3,181,299
1900 N. Skyline	Junior High Field House	$1,142,195	$191,000
1900 N. Skyline	Marquee Sign	$7,185	
1900 N. Skyline	Track & Field Improvements & Aux Structures	$2,244,024	$227,582
201 W. Richmond	Fence	$14,361	
201 W. Richmond	Flagpole	$3,739	
201 W. Richmond	Light Poles	$8,976	
201 W. Richmond	Marquee Sign	$7,180	
201 W. Richmond	Playground	$52,360	
201 W. Richmond	Richmond Elementary Building	$12,644,856	$1,294,379
201 W. Richmond	Shade Shelter (2)	$7,142	
215 E. 12th St	Fence	$17,954	
215 E. 12th St	Lincoln Academy	$4,685,530	$778,578
215 E. 12th St	Lincoln Academy Flag Pole	$2,949	$0
2200 S Sangre Road	Flagpole	$3,739	

Stillwater Public Schools

Location	Occupied As	Bldg Value	Contents Val
2200 S Sangre Road	Light Poles	$35,905	
2200 S Sangre Road	Marquee Sign	$7,180	
2200 S Sangre Road	Middle School	$31,062,690	$3,106,269
2200 S Sangre Road	Middle School Gym	$2,305,920	$302,436
2305 E 6th Ave Unit	Homeless Liaison Storage Unit 2 (Contents Only)	$0	$11,235
2500 S Sangre Rd	Baseball Backstop	$5,235	
2500 S Sangre Rd	Fence	$14,361	
2500 S Sangre Rd	Flagpole	$3,739	
2500 S Sangre Rd	Gazebo	$4,487	
2500 S Sangre Rd	Light Poles	$8,976	
2500 S Sangre Rd	Marquee Sign	$7,180	
2500 S Sangre Rd	Playground Turf & Equipment	$100,000	
2500 S Sangre Rd	Portable Building	$89,788	$31,120
2500 S Sangre Rd	Sangre Ridge Elementary School	$20,726,012	$2,072,601
310 S Drury	Science Classrooms/Nature Trail (No Contents)	$224,138	$0
314 S. Lewis	Administration Center	$4,842,230	$484,223
314 S. Lewis	Flagpole	$3,739	
314 S. Lewis	Parking Lot Lights (8)	$31,596	
400 S Drury	Flagpole	$2,739	
400 S Drury	New Highland Park Elementary	$25,116,000	$3,286,924
400 S Drury	Parking Lot Lights (19)	$32,858	
400 S Drury	Playground (2)	$61,609	
5005 N Perkins Roa	Maintenance, Technology, & Transportation Dept	$5,442,018	$760,794
5005-5021 N Perkin	Flagpole	$2,739	
5005-5021 N Perkin	Maintenance, Technology, & Transportation Dept	$5,227,476	$606,093
5005-5021 N Perkin	Parking Lot Lights (4)	$6,571	
502 S Kings St	Fence	$8,976	
502 S Kings St	Flagpole	$3,739	
502 S Kings St	Marquee Sign	$7,180	
502 S Kings St	Open Pavillion (2)	$27,078	
502 S Kings St	Playground (2)	$406,916	$0
502 S Kings St	Westwood Elementary	$22,257,257	$2,225,726
800 E Alcott	Infield Synthetic Turf	$746,550	$0
800 E Alcott	Infield Synthetic Turf Softball	$300,965	$0
802 E Alcott	Entry Gate	$5,618	$0
802 E Alcott	Fencing	$16,852	$0
808 E Alcott	Baseball Field Bleachers	$28,427	
808 E Alcott	Baseball Field Lights & Poles	$116,694	
808 E Alcott	Baseball Field Scoreboard	$26,929	
808 E Alcott	Dugouts w/Fencing	$74,799	
808 E Alcott	Fence	$71,561	
808 E Alcott	Press Box	$74,799	$15,178
808 E Alcott	Restroom/Dressing Rooms	$149,603	$30,362
808 E Alcott	Restrooms/Press Box	$17,951	$3,179
808 E Alcott	Scoreboard	$22,441	
808 E Alcott	Softball Field Bleachers	$22,470	
808 E Alcott	Softball Field Lights & Poles	$450,000	
808 E Alcott	Softball Field Scoreboard	$17,954	
N. Boomer & W. Fra	1405-1529 Cimarron Plaza (Liability Only)	$0	$0
N. Boomer & W. Fra	308 Franklin (Liability Only)	$0	$0
N. Boomer & W. Fra	DRO-1581-1595 Cimarron Plaza	$150,000	$0
N. Boomer & W. Fra	DRO-1608-1736 Cimarron Plaza	$578,550	$0
N. Boomer & W. Fra	DRO-1626-1688 Cimarron Plaza	$147,000	$0
		$323,600,988	$41,359,062

Floater Limi	$2,717,400	Auto Values:	$3,771,910
EDP Limit:	$2,000,000	Total Values:	$374,449,360
Extra Expense Limit	$1,000,000		

OSIG Oklahoma Schools Insurance Group

Auto Schedule

Report Printed: 06/05/2024 03:25 am

Stillwater Public Schools

Vehicle No	Year	Make	Model	Capacity	VIN	Actual Value
1	2007	International	School Bus	65	4DRBUAFNX7B485439	$25,000
2	2007	International	School Bus	65	4DRBUAFN37B485444	$25,000
3	2007	International	School Bus	65	4DRBUAFN87B485441	$25,000
4	2007	International	School Bus	65	4DRBUAFN67B485440	$25,000
5	2007	International	School Bus	65	4DRBUSKN18B645446	$25,000
6	2007	International	School Bus	14	4DRAPAFK87A485843	$25,000
7	2006	Bluebird	School Bus	46	1BABNBKAX6F235727	$30,000
8	2006	Bluebird	School Bus	46	1BABNBKA16F235728	$30,000
9	2004	International	Box Truck		1HTMMAAMX4H596693	$1,000
10	2007	Chevy	Truck		3GCEC14V37G165426	$5,000
11	2007	Chevy	Truck		3GCEC14V57G163807	$5,000
12	2007	Chevy	Truck		3GCEC14V57G163158	$5,000
13	2007	Chevy	Truck		3GCEC14V57G163161	$5,000
14	2007	Chevy	Cargo Van	4	1GCFG15T271113807	$5,000
15	2007	Chevy	Truck		1GCEC19V67Z147530	$5,000
16	2007	Chevy	Truck		1GCHC24U27E126814	$5,000
17	2007	Chevy	Truck		1GCHC24V07E128609	$5,000
18	2007	Chevy	Truck		1GCHC24U77E128199	$5,000
19	2007	Chevy	Truck		1GBJC34U67E130473	$5,000
20	2007	International	School Bus	65	4DRBUAFN57B485445	$25,000
21	2008	Ford	Expedition	8	1FMFK155X8LA51171	$5,000
22	2000	Thomas	School Bus	46	1T7HT4B29Y1084361	$12,000
23	2009	International	School Bus	65	4DRBUSKN99B696906	$25,000
24	2004	International	School Bus	65	4DRBRSBN84B966471	$6,000
25	2004	International	School Bus	65	4DRBRABNX4B966469	$6,000
26	2009	International	School Bus	65	4DRBUSKN29B696908	$25,000
27	2009	International	School Bus	65	4DRBUSKN49B696909	$25,000
28	2008	International	School Bus	71	4DRBUSKN18B645446	$25,000
29	2009	International	School Bus	65	4DRBUSKN09B696907	$25,000
30	2013	Chevy	Impala		2G1WF5E37D1157648	$5,000
31	2013	Ford	Expedition	8	1FMJK1F5XDEF09220	$12,000
32	2008	International	School Bus	71	4DRBUSKN38B645447	$25,000
33	2009	International	School Bus	16	4DRAPSKK49B696904	$25,000
34	2014	Ford	E150 Cargo Van	4	1FTNE1EW5EDA03941	$15,000
35	2014	Ford	E150 Cargo Van	4	1FTNE1EW7EDA03942	$15,000
36	2014	Ford	Expedition	8	1FMJK1F50EEF07610	$14,600
37	2014	Ford	Expedition	8	1FMJK1F52EEF07611	$14,600
38	2014	Ford	F250		1FT7W2A61EEA60732	$20,000
39	2014	Ford	F250		1FT7WZA61EEA60733	$20,000
40	2014	International	School Bus	16	4DRNZSKK7EB348715	$40,000
41	2014	Dodge	Caravan	10	2C4RDGBG5ER181155	$9,475
42	2014	International	School Bus	65	4DRBUSKN6EB015840	$40,000
43	2014	International	School Bus	65	4DRBUSKN8EB015841	$40,000
44	2014	International	School Bus	65	4DRBUSKNXEB015842	$40,000
45	2013	Ford	F150		1FTMF1CM2DKF98901	$15,000
46	1997	Semi	Trailer		1KKVE5123VL108600	$10,000
47	2016	Ford	F250 Truck		1FT8W3D65GEA59706	$24,000
48	2016	Ford	F250 Truck		1FT7W2B62GEA59705	$30,000
49	2016	Bluebird	School Bus	65	1BAKFCPA5GF323727	$75,000
50	2016	Bluebird	School Bus	65	1BAKFCPA3GF323726	$75,000
51	2016	Bluebird	School Bus	65	1BAKFCPA1CF323725	$75,000
52	2016	Ford	Cargo Van	4	1FTYR2YM3GKA01492	$21,000

Stillwater Public Schools

Vehicle No	Year	Make	Model	Capacity	VIN	Actual Value
53	2016	Bluebird	School Bus	46	1BABNBCA1GF32D1959	$146,000
54	2017	Bluebird	Bus	53	1BAKCCPAXHF326746	$100,000
55	2016	Ford	Expedition		1FMJK1FT8GEF08912	$22,000
56	2016	Ford	Truck		1FTMF1C83GKR59249	$20,000
57	2016	Chevy	Mini Bus	41	1GB6GUBG1G1193369	$60,000
58	2018	Bluebird	Bus	65	1BAKFCPA4JF336976	$83,000
59	2018	Bluebird	Bus	65	1BAKFCPA2JF336975	$83,000
60	2018	Bluebird	Bus	65	1BAKFCSAOKF34669	$79,000
61	2018	Bluebird	Bus	65	1BAKFCSA7KF346670	$79,000
62	2018	Chevy	Silverado Truck		1GCNCNEH6JZ119709	$21,000
63	2018	Chevy	Silverado Truck		1GCNCNEH8JZ120327	$21,000
64	2018	Chevy	Silverado Truck		1GCNCNEH5JZ118969	$21,000
65	2018	Ford	Cargo Van	4	1FTBW3UM8JKA32741	$32,000
66	2008	International	Bus	71	4DRBUSKNX8B645445	$25,000
67	2016	Ford	Transit Van	12	NM0GS9F76G1239345	$21,000
68	2018	Ford	Expedition		1FMJK1FT6JEA25829	$30,661
69	2018	Ford	Expedition		1FMJK1FT2JEA25830	$30,661
70	2019	Ford	F250 Pickup		1FTTW2BT5KEC35175	$39,000
71	2019	Thomas	Bus	77	4UZABRFC7KCJZ4026	$81,870
72	2020	Bluebird	Bus	65	1BAKFCSA7LF363521	$80,388
73	2021	Bluebird	Bus	65	1BAKFCSA9MF370536	$87,188
74	2021	Bluebird	Bus	65	1BAKFCSA0MF370537	$87,188
75	2020	Chevy	Minitour Lift Bus	18	1HA6GUBG3LN005106	$63,313
76	2021	Bluebird	Bus	71	1BAKGCSA8MF377183	$89,839
77	2021	Chevy	Silverado		1GB3WRE70MF238556	$32,000
78	2022	Bluebird	Bus	46	1BABNB6A1NF381992	$164,867
79	2021	Ford	Expedition		1FMJU1HT1MEA59396	$44,907
80	2021	Chevy	Silverado Pickup		1GCRWAEH8MZ415174	$26,629
81	2023	International	Bus	65	4DRBUC8N7PB457820	$89,175
82	2023	International	Bus	65	4DRBUC8N9PB457821	$89,175
83	2023	International	Bus	65	4DRBUC8N0PB457822	$89,175
84	2023	International	Bus	65	4DRBUC827PB457823	$89,175
85	2022	Chevy	Silverado w/lift gate		1GC0WLE77NF229463	$31,192
86	2004	International	Bus	5	4DRBRABN84B966468	$30,000
87	1995	Jackson	16' Flat Bed Trailer		1J9FS629S1033535	$5,000
88	2008	Gooseneck	Trailer		5TNLG202481000390	$5,000
89	2006	4 Star	Aluminum Stock Trailer		4FKPG202060026856	$5,000
90	2018	Fellin	18' Tilt Bed Car Hauler Tr		5FTEH1621E1001372	$5,000
91	2009	Oilinghouse	82"X18' 2-axle CH trailer		1Z9BF182291088782	$5,000
92	2023	Chevy	Silverado 1500		1GCRAAED9PZ138129	$37,613
93	2023	Chevy	Silverado		1GCRAAED4PZ123618	$36,978
94	2023	Chevy	Traverse		1GNERHKW5PJ173312	$42,924
95	2024	International	Bus	65	4DRBUC8N0RB625445	$96,726
96	2024	International	Bus	65	4DRBUC8N4RB625447	$96,726
97	2024	International	Bus	65	4DRBUC8N2RB625446	$96,726
98	2024	Thomas	Bus	23	4UZABPFC4RCUG5439	$104,139
99	2018	International	Box Truck	2	1HTMMMML7JH096460	$45,000

Total Value of All Autos for Stillwater Public Schools: $3,771,910

Overview

Background

The Oklahoma Schools Insurance Group (OSIG) is a public entity of the State of Oklahoma, formed as an Interlocal Agreement in accordance with 74 O.S. 1004(f), for the purpose of joining together a group of Oklahoma public school districts. OSIG will allow member districts to more efficiently and more economically obtain and manage their insurance programs.

OSIG obtained approval to operate from the Oklahoma Attorney General on June 28, 2001. Effective July 1, 2002, OSIG began full operation by providing its member districts with broad insurance coverage through "A" rated insurance carriers and professional risk management services. Over the past 22 years, OSIG's membership has grown to 538 and the program insures more than $28.5 Billion in school property across Oklahoma.

Structure

OSIG is a non-profit, member-owned, public entity program whose management is completely controlled by a Board of your peers.

> *"The mission of Oklahoma Schools Insurance Group (OSIG) is to provide quality, cost effective risk management products and services to member schools".*

The group purchases insurance and reinsurance from "A" rated carriers. OSIG's insurance providers are long term partners and committed to OSIG and Oklahoma schools.

OSIG has contracted with Arthur J. Gallagher Risk Management Services, Inc in Tulsa to administer the program. Gallagher is one of the largest insurance brokers in the world and manages programs similar to OSIG across the country.

It is important to know that the insurance coverage provided by OSIG was specifically tailored to meet the needs of Oklahoma schools. The coverage is what you need to protect your schools' property, your students, and patrons.

The strength of the liability portion of OSIG's offering is also important during these tough times. The program is backed by the foremost specialist in school liability insurance in the country. United Educators Insurance Company is second to none.

Losses are a part of life. Only OSIG has the collective strength and staying power to provide the protections you need. By remaining together as a group, OSIG will be able to continue to provide you with the quality, fair-priced insurance and risk management services you need to protect your schools' assets, your board, your staff and most importantly your children.

Financial Strength

OSIG is financially strong and we have the funds (cash) we need to pay your claims. OSIG has returned more than $9 million to our members over the years as distributions. Surplus at year ended 6/30/23 was more than $6.4 million and our assets were more than $46.7 million.

We believe in complete transparency. We submit to an annual financial audit each year end and share the operating results at our annual members meeting held each year.

The financial condition of an insurance group should be of utmost importance to you when choosing an insurance partner for your district.

Statement of Net Assets	
As of 6/30/23	
Cash	$ 37,364,915
Other Assets	$ 9,417,966
Total Assets	$ 46,782,881
Total Liabilities	$ 40,333,906
Total Net Assets/Surplus	$ 6,448,975

We urge you to obtain and review audited financial statements from every insurance provider that may offer your school district a quote. Financial statements are required by law and can be obtained at www.ok.gov/oid. Your school's auditor can help in analyzing the statements.

Important Plan Information

It is important to understand that OSIG is not an insurance company, but rather a non-profit, cooperative risk management program owned and directed by Oklahoma Schools. Its mission is to reduce insurance costs and stabilize rates by aggregating purchasing power with an intense focus on controlling member losses. When losses are controlled, OSIG's member schools retain the underwriting profit and investment income thereby increasing fund reserves for future years. OSIG purchases per occurrence and liability aggregate protection for its member schools. The per occurrence insurance protects member schools up to $1,000,000,000 for property losses and $1,000,000 for liability claims in each and every occurrence subject to a $10M annual aggregate limit. The aggregate insurance protection is purchased in the unlikely event that sum total of all OSIG losses are significantly more than actuarially projected. Additional excess liability limits are available for members requiring higher limits.

This proposal is an outline of the coverages proposed by insurers based on the information provided by your school district. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. Please refer to the plan document for the details.

Actuarial Review

An independent actuary has been retained by OSIG to make projections as to anticipated claims and losses the program should expect on an annual basis. The OSIG actuary has relied on the historical loss experience and exposures provided to OSIG by the member school districts to make projections of OSIG's expected losses. OSIG adequately funds to, or in excess of, the expected loss projections through member contributions (insurance cost) and our own surplus.

Membership contributions are used to buy insurance, pay administrative expenses, and fund for members' claims. Similar successful programs throughout the country for schools and municipalities are protected using the same insurance structure as OSIG has deployed. As with any insurance mechanism, OSIG does not guarantee full funding in the event unimaginable losses would materialize that are many times greater than what is indicated by past history. The OSIG board is charged with developing a plan to address under funding in this unlikely event.

Procedure to Renew Coverage

Notify your agent of your acceptance of this insurance renewal proposal. Your agent will advise the OSIG administrative staff in writing that you wish to renew the insurance coverage.

The signed Resolution by the member's Board of Education and return to OSIG in order to bind coverage effective 07/01/2024.

Payment Terms

Payment of the insurance cost is due the effective date of your coverage. A copy of your purchase order encumbering funds for payment of your insurance should be provided to OSIG as soon as available. A three (3) payment plan option is available.

Installment #1	1/3 of total	due 7/1/24
Installment #2	1/3 of total	due 8/1/24
Installment #3	1/3 of total	due 9/1/24

A 25% minimum earned premium applies.

Risk Management And Loss Control Tools

Onsite Safety Inspections
Onsite Appraisals
StopIt Anonymous Incident Reporting Mobile App & Web App
Risk Management focused website www.osig.org
Vector Solutions - Professional Development Training Platform:
Free of charge to all members of OSIG
Online 24/7 access to training
Training modules include:
- Child Sexual Abuse Prevention Training
- School Bus Driver Training
- Safety & Compliance Training

Beazley & Lodestone Cyber Portal
Helix Intel
HSB Water & Temperature Monitoring Devices - Pilot Program

Resolution of Stillwater Public Schools to Join Oklahoma Schools Insurance Group

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

Whereas, Stillwater Public Schools is an Oklahoma public school district ("the District"); and

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

Whereas, the quotation is acceptable to the District;

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

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

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

Date: _____

Stillwater Public Schools By:

_____
President, Board of Education

Attest:

_____
Clerk, Board of Education

Resolution of Stillwater Public Schools to Join Oklahoma Schools Insurance Group

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Date: _____

Stillwater Public Schools By:

_____
President, Board of Education

Attest:

_____
Clerk, Board of Education

OSIG *Oklahoma Schools Insurance Group*

2024 Market Update

Prepared By:
OSIG Administration Team

918-764-7137 osig.org

OSIG Oklahoma Schools Insurance Group

WELCOME MESSAGE

Dear OSIG Members,

As we enter our twenty-third year of serving Oklahoma schools, our aim remains steadfast: to deliver top-notch insurance coverage. Recognizing the challenges posed by recent years in the insurance market, OSIG has diligently adapted to ensure we offer the best products and pricing possible during this challenging period.

Property insurance is a vital component of our coverage, but our offerings extend far beyond that. From auto liability to cyber liability, flood, and beyond, we provide a comprehensive range of insurance solutions tailored to the unique needs of school districts.

What sets us apart is our member-owned risk pool program. Governed by a board of active school representatives, OSIG ensures decisions are made with firsthand knowledge of school challenges. As a nonprofit, we're exempt from State and Federal Income Tax, allowing us to focus solely on delivering cost-effective solutions to our members.

Additionally, we're proud to offer various risk management platforms at no extra cost. These include Vector Solutions, STOPit Bullying Prevention Reporting App, Beasley Cyber Portal, HSB water and temperature devices, Helixintel asset management system, onsite safety inspections, and onsite appraisal services.

We remain committed to evolving alongside market conditions and continually enhancing your insurance program to be the best in the country. Thank you for your ongoing membership—we look forward to another successful year together.

Rick Thomas
OSIG Executive Director

LEADERSHIP

Governance by Oklahoma School Representatives

OSIG is governed by a board composed of active Oklahoma school representatives. This ensures that decisions are made with firsthand knowledge of the challenges faced by schools in the state, allowing us to tailor our offerings to meet the specific needs of our member districts.

Rick Thomas
Executive Director

Terry Davidson
Board Chairman
Comanche Public Schools

Sherry Durkee
Board Vice Chairman
Sand Springs Public Schools

Dr. John Cox
Board Treasurer
Peggs Public Schools

Shelley Free
Board Secretary
Kiamichi Technology Ctr.

Jason Lindley
Board Member
Hartshorne Public Schools

Dr. Jeremy Hogan
Board Member
Collinsville Public Schools

Jeff Daugherty
Board Member
Merritt Public Schools

MEMBERSHIP REPORT 2023

$28B
Total insured value

$124M
Membership Fees

538
Members

40K
Teachers

535K
Students

15K
Vehicles

2,634
Board Members

COMPREHENSIVE COVERAGE OPTIONS

Beyond Wind & Hail

- Auto Liability
- Educators Liability
- Deadly Weapon
- Earthquake
- Pollution Liability
- Auto Physical Damage
- Cyber Liability
- Property Coverage
- Equipment Breakdown
- Flood
- Excess Liability
- General Liability
- Builders Risk
- Crime
- Benefits Liability

OSIG STRUCTURE

Our Member Schools Own OSIG

The members of OSIG own the risk pool.

Retained Profits

Unlike traditional insurance structure OSIG is able to ensure any underwriting profits and investment income are retained within OSIG.

Governed by Your Peers

Governed by a board of active school representatives. This ensures that decisions are made with firsthand knowledge of the challenges faces by schools.

Premium Tax Exemption

As an interlocal OSIG is exempt from premium tax. This classification allows us to focus on cost effective solutions with limited tax liabilities.

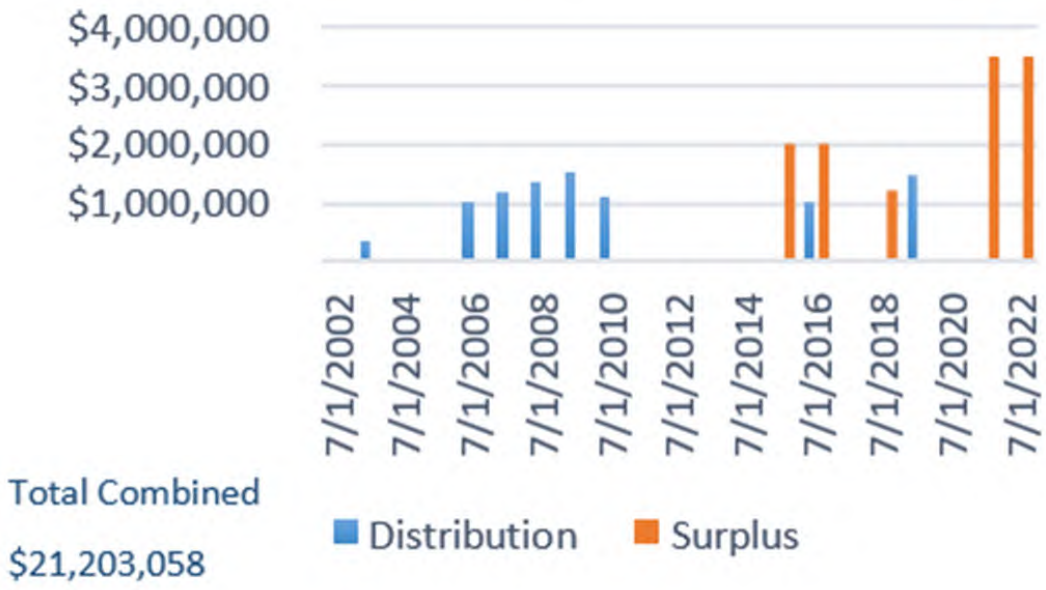
OSIG *Oklahoma Schools Insurance Group*

OSIG Oklahoma Schools Insurance Group

Distribution & Surplus

Distribution and Surplus for OSIG Members

This graphic truly represents the most distinguished difference from OSIG compared to a standard insurance carrier. Since our members own OSIG any underwriting profits are retained within the risk pool, this allows OSIG to distribute **dividends** back to its members. Or use the **surplus** to reduce rate increases.



Total Combined

$21,203,058

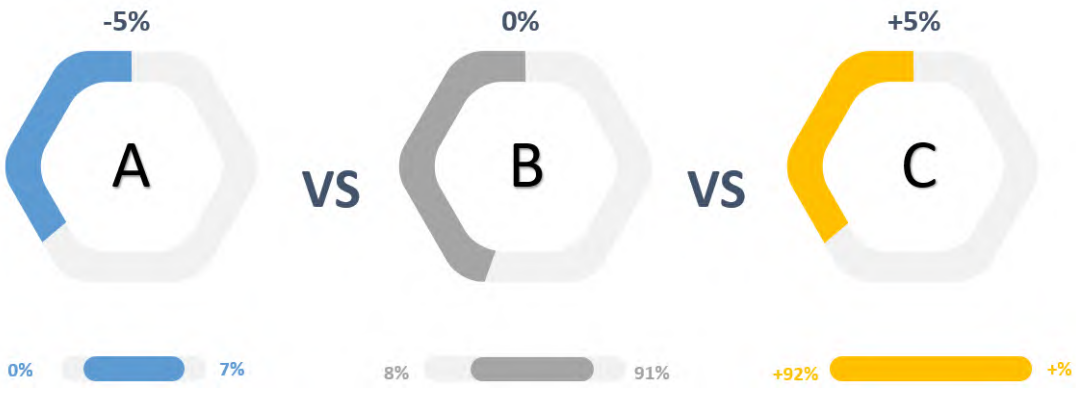
Rate Determination, Loss Ratios & Tiered Rates

Our rates are influenced by various factors, including our tiered rate categories, which are determined by your school's loss ratio. We have three categories:

Category A: Loss ratio less than 7%. Schools in this category receive a 5% credit added to their premium.

Category B: Loss ratio between 8% and 91%. No credit or debit is applied to premiums in this category.

Category C: Loss ratio greater than 92%. Schools in this category receive a 5% debit added to their premium.



**We evaluate the loss ratio each year and the loss ratio ranges are subject to change each year.*

ADDED-VALUE SERVICES

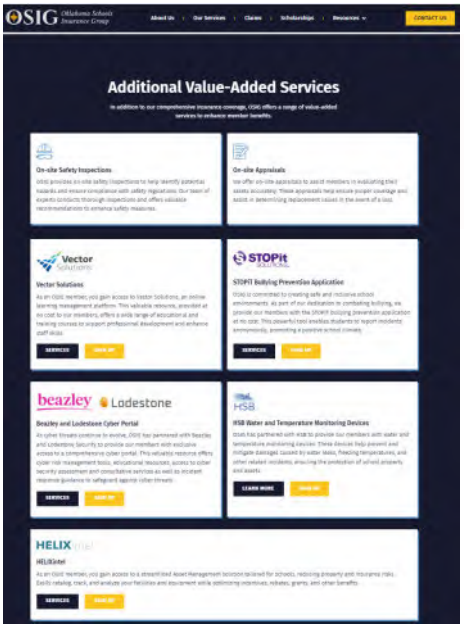
Online Professional Development

Anonymous bullying prevention application

Valuable cyber risk management tools

Water & Temperature Monitoring Devices

Assest Management Platform



You can sign up at OSIG.org

OSIG Oklahoma Schools Insurance Group

Market Changes & Trends

Why was 2023 the worst property market in 50 years?

Reinsurance Market Strain

- Reinsurance market faced strain due to catastrophic events and low-interest rates.
- Tighter underwriting conditions and increased pricing were evident.
- Profit margins for reinsurers were squeezed, leading to vulnerability to losses.

Secondary Perils

- Secondary perils like wildfires, floods, and freeze events gained prominence.
- Insurers and reinsurers had to reevaluate risk models and pricing strategies.
- Increased unpredictability and interconnectedness complicated risk management efforts.

Inflation & Supply Chain Disruptions

- Rising inflation rates drove up the cost of materials and labor.
- Supply chain disruptions led to delays in obtaining essential materials.
- Higher operating expenses limited insurers' capacity to absorb losses effectively.

Impact on Personal Lines

- Increased claims frequency and severity in personal lines contributed to losses.
- Rising costs of medical care and vehicle repair strained profitability.
- Underwriting losses were observed, highlighting vulnerability in personal lines.

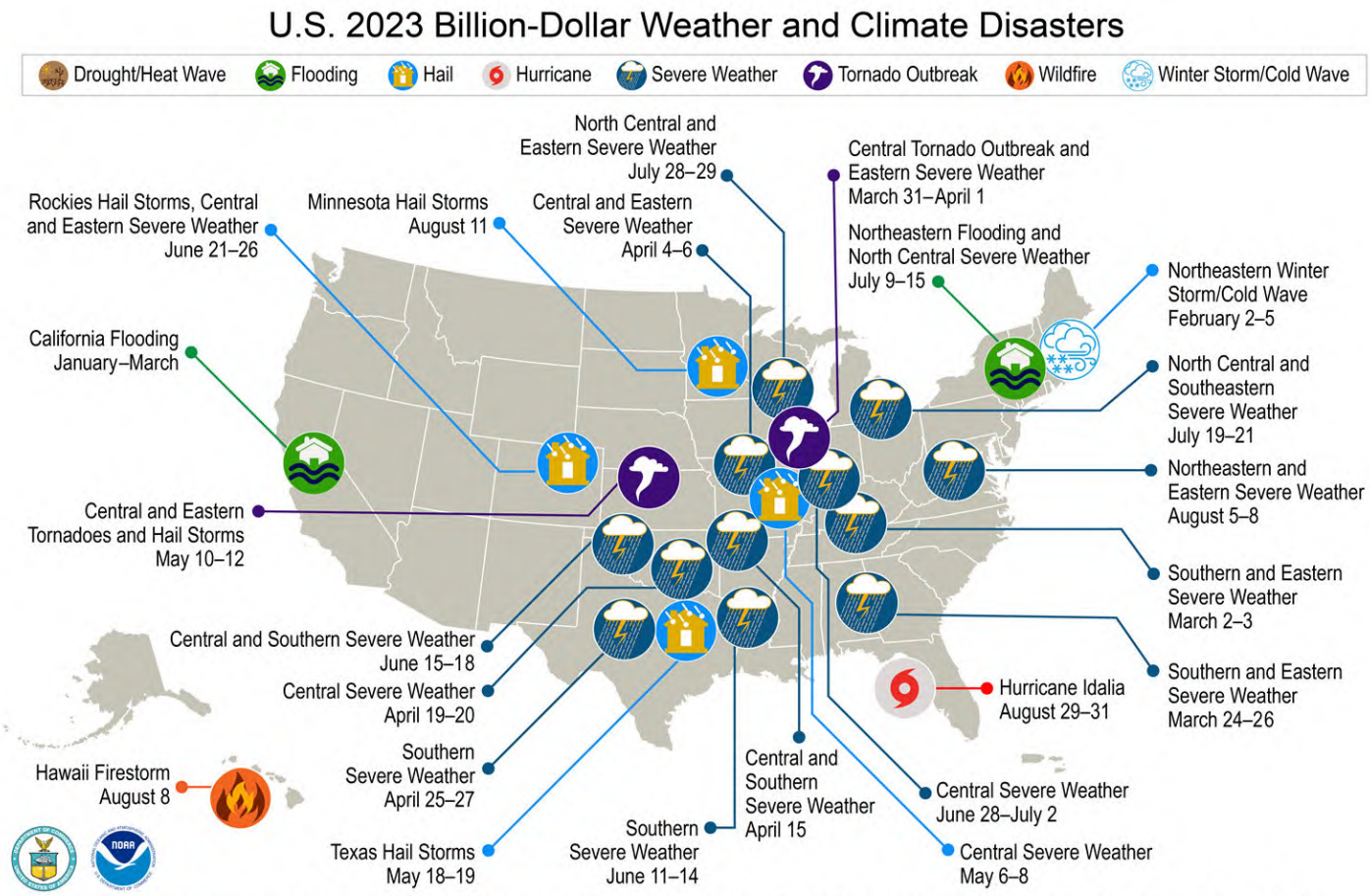
Capital Constraints

- Constraints on capital availability limited insurers' and reinsurers' operations.
- Regulatory scrutiny and rating agency pressure contributed to capital challenges.
- Market participants faced difficulties in maintaining adequate capital levels, exacerbating market instability.

OSIG Oklahoma Schools Insurance Group

Market Changes & Trends

U.S. 2023 Billion-Dollar Events



*This map denotes the approximate location for each of the **23 separate billion-dollar weather and climate disasters that impacted the United States through August 2023.***

Catastrophic Losses

In 2023 (as of September 11), there has been 23 confirmed weather disaster events with losses exceeding $1B each to affect the U.S.

1980-2022 the annual average is 8.1 events.
2018-2022 annual average is 18 events.

**CPI Adjusted*

OSIG Oklahoma Schools Insurance Group

Market Changes & Trends

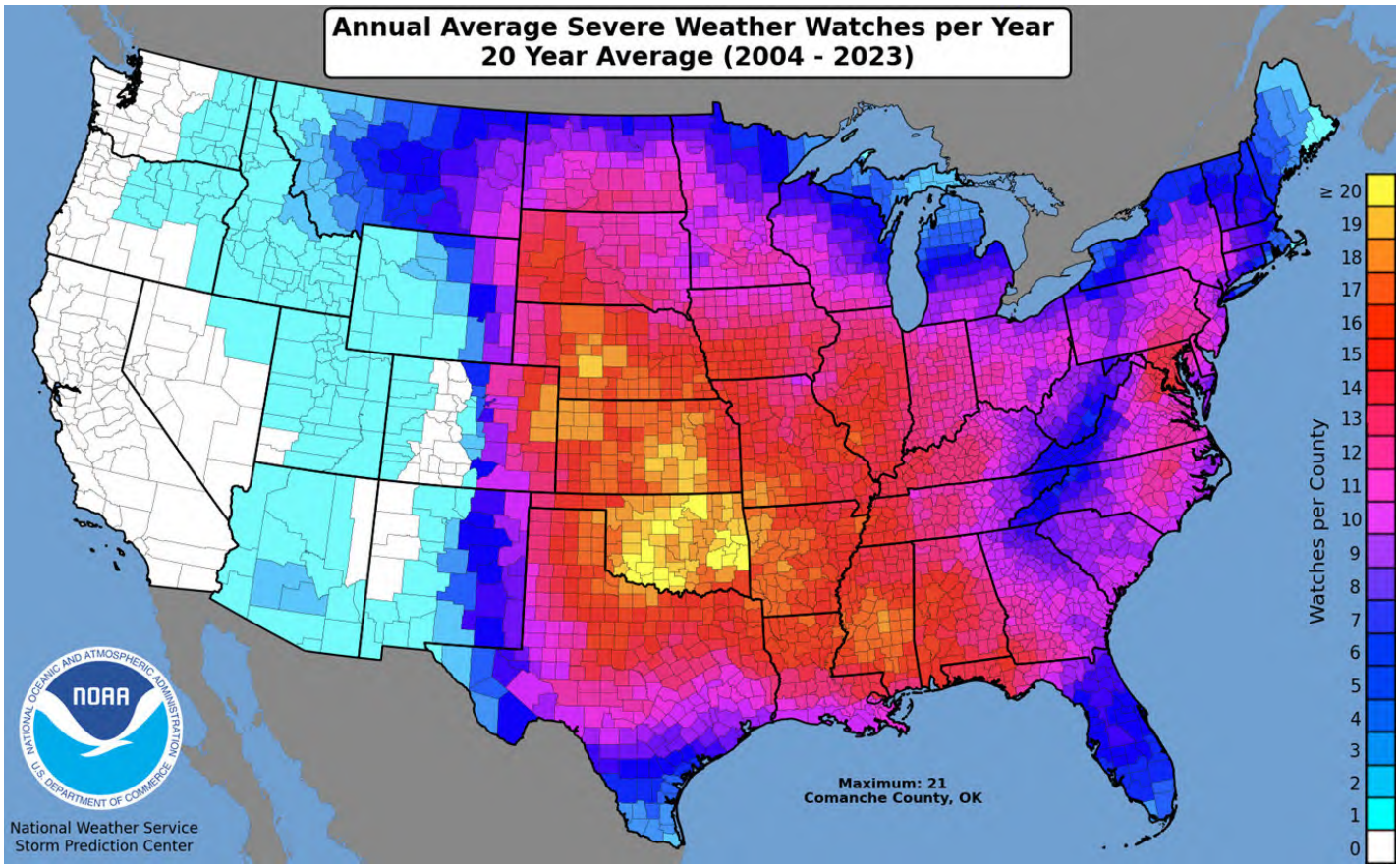
Annual Average Severe Weather Watches

Catastrophic Losses

The graphic illustrates the average number of severe weather watches per year over the past 20 years (2004 - 2023).

As depicted, most areas of Oklahoma are highlighted in yellow, indicating an average of 20 or more severe weather watches annually.

This underscores the significance of OSIG in safeguarding our state's schools. Many conventional insurance providers are unwilling to handle such risks. We've observed numerous insurers nationwide adjusting their risk tolerance due to heightened exposure.

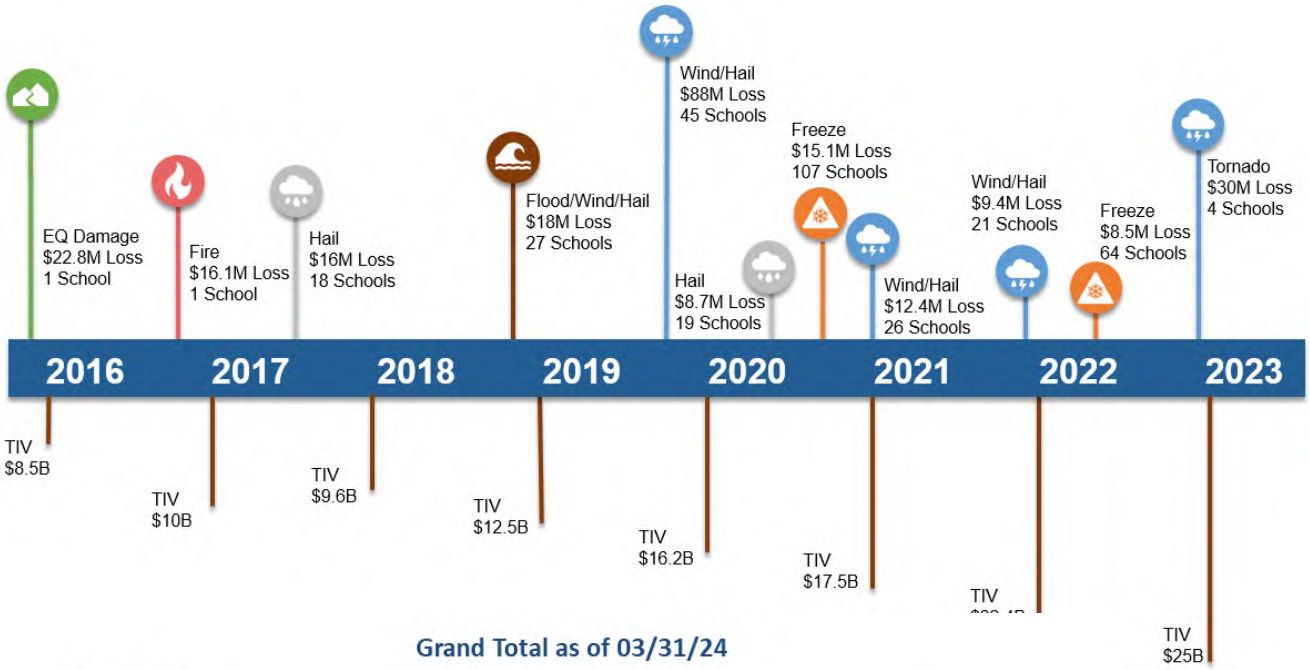


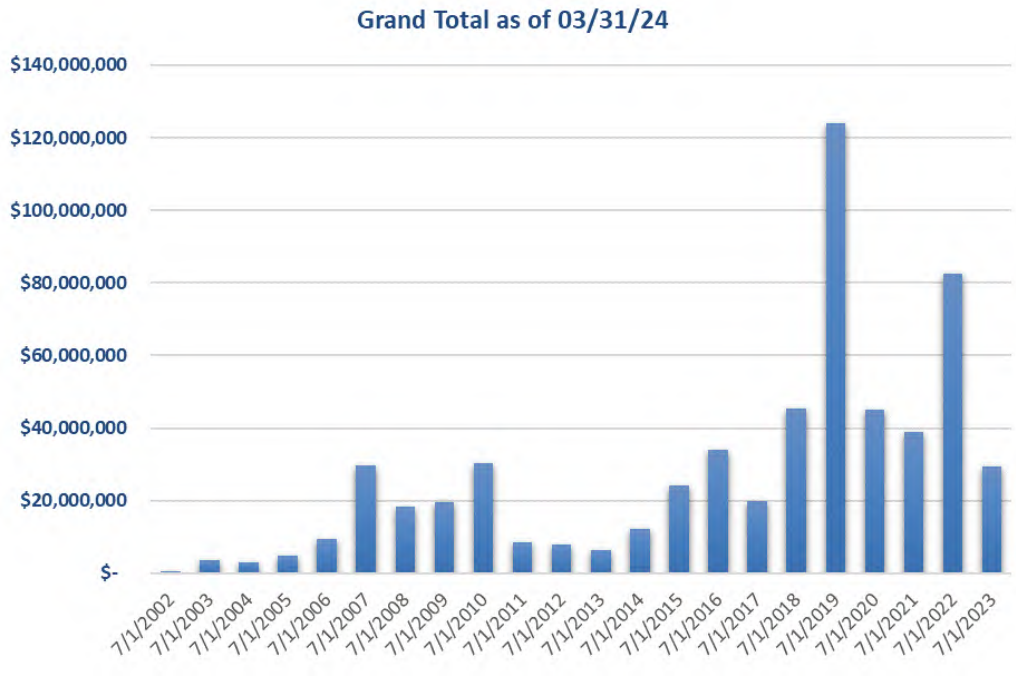
Market Changes & Trends

Total Claims Incurred
$598,000,000

OSIG's Catastrophic Losses

The graphic below represents a 6-year property loss ratio of 262%, totaling more than $223M in reinsurance losses. It's important to note this illustration is only showing large significant losses.





Total Since Inception

Claims # 18,210
Claims $598M

OSIG Oklahoma Schools Insurance Group

Market Changes & Trends

Additional Factors Contributing to Increases

INFLATION COST

General increase in prices and costs, leads to higher claim amounts.

PUBLIC ADJUSTERS

Third-party companies hired by members to negotiate claims, may result in higher settlement amounts.

SUPPLY CHAIN CONSTRAINS

Disruptions in availability and delivery of goods and services. Delays in repairs and replacements along with increased cost for materials and labor.

LACK OF CAPACITY

Insufficient insurance coverage or reinsurance capacity. Higher risk exposure for insurers, may lead to higher claim costs.

Market Changes & Trends

What's to come?

Market insights

CATASTROPHIC IMPACT

Elevated natural catastrophe losses and inflation led to a 102% combined ratio in 2023.

CATASTROPHE COST

Insured property catastrophe losses amounted to $100M, despite the absence of a major North American hurricane events.

INFLATION PRESSURE

Persistent inflation exerts upward pressure on claim severity, forcing insurers to seek rate increases due to elevated claim cost.

INVESTMENT INCOME

Slight decline in the 5-year treasury in Q4, interest rates are anticipated to offer significant support for investment income.

OSIG Oklahoma Schools Insurance Group

Market Changes & Trends

Construction Cost Flattening

FM Global Construction Cost

Region	States	July 2021 to July 2022 Average	July 2022 to July 2023 Average
South	AL, FL, GA, KY, LA,MS, NC, SC, TN, VA, WV	24.7%	5.2%
South West	AZ, AR, NM, OK, TX	24.1%	5.6%
Middle West	IL, IN, IA, KS, MI, MN, MO, NE, ND, OH, SD, WI	21.4%	3.8%
Middle Atlantic	DE, DC, MD, NJ, NY, PA	20.3%	5.2%
New England	CT, ME, MA, NH, RI, VT	19.8%	6.7%
Rocky Mountain	CO, ID, MT, NV, UT, WY	22.8%	5.6%
Pacific Coast	CA, OR, WA	21.0%	4.5%
Average		**22.0%**	**5.2%**

We are entering the fifth year of our appraisal project, initiated to appraise all school buildings and structures within OSIG valued over $250,000.

We will continue to appraise buildings every 5 years.

Understanding construction costs and the insured building value is crucial. With the OSIG Plan Document's 125% margin clause, it's essential to ensure proper insurance-to-value coverage.

For instance, if a building insured for $1,000,000 is totally destroyed, OSIG would pay up to $1,250,000 due to the margin clause.

While construction costs have yet to return to pre-COVID levels, we are noticing a stabilization and deceleration in year-over-year increases, indicating a leveling off in the market.

Market Expectations

Excess and Reinsurance Rates

Market Expectations

Line of Coverage	Neutral Pool Market Conditions	Impacted Pool Market Trend
Property	Flat – 15%	15-25%+
Liability	Flat – 10%	15-25%+
WC	Flat, possibly negative	5+-10%
Cyber	5+ - 10%	20%+
Employee Benefits	Flat – 5%	10 to 20%+

- **Neutral** - Classification for pools with good loss experience in geographically desirable area.
- **Impacted** - Classification for pools with negative risk profile for property and or liability located in challenged geographical area.

**Market trends for the depicted lines are as of 3/1/24 and subject to change.*

OSIG Oklahoma Schools Insurance Group

Losses other than property

FOCUS

GENERAL LIABILITY - SEXUAL ABUSE CLAIMS

- Sexual abuse claims are settling at higher amounts
- Experiencing an increase in frequency and severity
- GTCA does not apply in federal court
- Excess Coverage available for additional protection
- Vector Training: FREE 22 microlearning modules

UNDERSTANDING EMERGING CYBER THREATS

- Outcome of Phishing and Payroll Account Incidents
- Hackers are rewiring payroll accounts
- Do not use a third party for post breach services. You must use Beazley preferred providers.
- Schools without MFA are easily targeted.
- If you do not have MFA implemented, you should start immediately.

OSIG'S

RESPONSE TO MARKET CHANGES

MARGIN CLAUSE

Provides a safety net against unexpected or increased claim cost. Margin clause is currently 125%.

365 DAY NOTICE WIND/HAIL

Streamlines claims process and mitigates delays for windstorm and hail losses.

COSMETIC EXCLUSION

Mitigates risk by excluding cosmetic damage claims for metal roof coverings.

APPRAISAL VALUATIONS

Ensures correct insured - to - value ratio for school structures.

SENSOR PILOT PROGRAM

Started a pilot program with 44 schools and over 1200 sensors to help prevent water and freeze claims.

INCREASE IN DEDUCTIBLES

Increase in member deductibles to help stabilize frequency of claims.

VECTOR SOLUTIONS LMS

Partnered with Vector Solutions for online LMS for schools focusing on professional development training.

OSIG Oklahoma Schools Insurance Group

Steps to File a Claim

Received
1
- Loss Notice is received from either school disctrict or agent

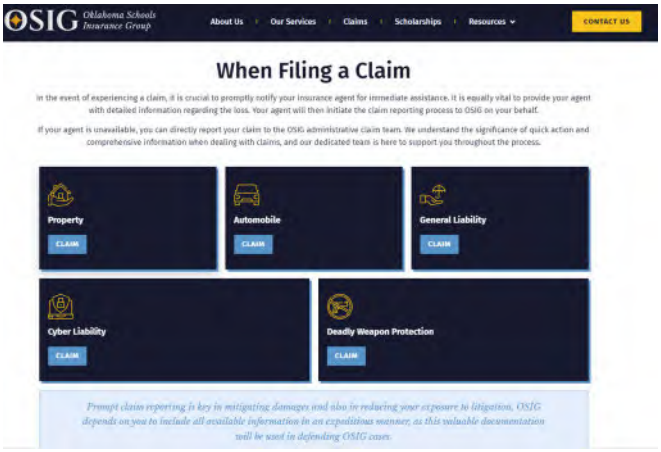
Review
2
- Supervisor review to assign to proper adjuster

Confirm
3
- Confirmation by email to school and agent with file number & adjuster contact information

Contact
4
- Adjuster contact with school district to discuss facts and claim approach
  - Possible Independent Adjuster

Investigate
5
- Investigation, coverage, documentation of damages and assessment

Resolution
6



You can file a claim at OSIG.org

New Deductible Changes 2024-2025

1. Improved Risk Management: By increasing the deductibles, we are encouraging our Members to take on a greater portion of the risk. This incentivizes them to implement better risk management practices, such as investing in preventive measures and maintaining higher safety standards. As a result, the overall number of claims is expected to decrease significantly, leading to a more stable and predictable insurance group.

2. Financial Stability: Reducing the number of claims from 2,070 to 704 not only reduces the workload for our claims department but also ensures greater financial stability for OSIG. With fewer claims to process, we can allocate our resources more efficiently, allowing us to focus on providing better customer service and improving other areas of OSIG.

3. Cost Reduction: While the 2% savings may seem modest, it still amounts to $13.2 million over a 10-year period. This reduction in claims expenses can be reinvested in various aspects of OSIG such as enhancing our technology infrastructure, expanding our product offerings, or even passing on some savings to our members in the form of lower premiums. Additionally, the funds saved can be invested to generate investment income, further bolstering our financial position.

4. Reinsurance Benefits: The new deductible structure also has the potential to positively impact our reinsurance costs. With a lower number of claims and reduced claim amounts, our reinsurance partners will view us as a lower-risk client. This could lead to more favorable reinsurance terms, including lower premiums and improved coverage options.

5. Member Satisfaction: While the proposed deductible minimums may initially be met with some resistance from members, it is important to emphasize the long-term benefits. By implementing these changes, we are promoting a culture of risk awareness and responsibility among our members. This not only aligns with industry best practices but also demonstrates our commitment to their longterm success. Ultimately, members who actively manage their risks and experience fewer claims will benefit from lower premiums and a stronger insurance partnership.

TIV Range	New Minimums AOP & Wind/Hail
$0 - $54,999,999	$25,000
$55,000,000 - $144,999,999	$50,000
$145,000,000 <	$100,000

OSIG Program Changes for 2024-2025

RATE CHANGE

2024-2025 Average Rate Increase:
Your rate adjustment may vary based on your loss ratio and recent appraisal.

9%

PROPERTY DEDUCTIBLES

TIV Range	New Minimums AOP & Wind/Hail
$0 - $54,999,999	$25,000
$55,000,000 - $144,999,999	$50,000
$145,000,000 <	$100,000

SEXUAL ABUSE DEDUCTIBLE

Year 1 (7/1/24 - 6/30/25):
Objective: Schools must be implemented on the Vector Solutions platform.
Sign up: You can sign up on our website at **osig.org/what-we-do/**

Year 2 (7/1/25 - 6/30/26):
Objective: 25% of the school faculty must complete the micro learning modules in Vector by 3/1/26.

Year 3 (7/1/26 - 6/30/27):
Objective: 75% of the school faculty must complete the micro learning modules in Vector by 3/1/27.

***Schools that do not meet the required training completion percentages will be subject to a $100,000 sexual abuse deductible.**

Annual Deductible Determination:
The deductible for the upcoming fiscal year (starting 7/1) is determined by the training completion status as of 3/1. This policy is in place to prevent confusion regarding deductible status in case a Sexual Abuse and Molestation (SAM) claim is filed mid-term, before the 3/1 deadline.

OSIG Oklahoma Schools Insurance Group

GET IN TOUCH

Visit our new website at OSIG.org for more information

CONTACT US :

+1-918-764-7137

OSIG.org

OSIGprogram@ajg.com

5314 S. Yale Ave., Suite 900 Tulsa, OK 74132

STILLWATER PUBLIC SCHOOLS

STILLWATER BOARD OF EDUCATION

PREPARED BY: Mike Arnold, Treasurer
APPROVED BY: Uwe Gordon, Superintendent
DATE: June 11, 2024

AGENDA ITEM: 4O
Activity Fund Custodians and Bonding for Each, Co-Signers, Banks and Bank Account Numbers for FY2024-2025

BOARD ACTION REQUESTED:
Motion to Approve the Recommended Account Custodians and Bonding for Each, Co-Signers, Banks and Account Numbers for 2024-2025.

BACKGROUND INFORMATION:
Each year the Board is required to establish account custodian, co-signers, banks and account numbers for the district activity account funds.

These are listed on the following sheet for board consideration, with the exception of account numbers which are on file in the finance office. This is an updated list from June 1, 2024.

LIST OF BONDED POSITIONS

6/1/2023

# of Positions	Position Title	Amount
1	Accounts Receivable (Admin Office)	$50,000
1	Encumbrance Clerk	$50,000
1	Activity Accts Custodian	$50,000
2	School District Courier	$25,000
2	HS Activity/District Fund Clerks	$25,000
1	Activity Director	$25,000
1	Asst Activity Director	$15,000
1	Child Nutrition Secretary	$25,000
10	Financial Secretaries	$15,000
9	Cafeteria Managers	$10,000
9	Asst Cafeteria Managers	$10,000
10	Building Principals	$5,000
10	Asst Building Principals	$5,000
8	Gate Keepers - HS Football	$5,000
2	Gate Keepers - HS Basketball	$5,000
2	Gate Keepers - JH Football	$2,500
1	Gate Keeper - JHS Basketball	$2,500
1	Gate Keeper - Baseball	$2,500
1	Gate Keeper - Softball	$2,500
1	Gate Keeper - Wrestling	$2,500
1	Gate Keeper - Soccer	$2,500
1	Gate Keeper - Volleyball	$2,500

STILLWATER PUBLIC SCHOOLS

STILLWATER BOARD OF EDUCATION

PREPARED BY: Mike Arnold, Chief Financial Officer
APPROVED BY: Uwe Gordon, Superintendent
DATE: June 11, 2024

AGENDA ITEM: 4P
Resolution Authorizing the School District Treasurer to Issue Non-Payable Checks and Authorizing the Purchase of the Checks as Investments from Other District Funds

BOARD ACTION REQUESTED:
Motion to Approve Resolution Authorizing the School District Treasurer to Issue Non-Payable Checks and Authorizing the Purchase of the Checks as Investments from Other District Funds.

BACKGROUND INFORMATION:
Each year Stillwater Public Schools receives the majority of ad valorem tax revenue in January. As a result, cash flow issues could occur in the general fund, building fund, or child nutrition fund limiting the District's ability to pay current obligations, including payroll, on a timely basis from the appropriate fund.

The Board of Education, under the provisions of 70 O.S. § 5-115, has the ability to authorize and direct that non-payable checks be purchased by the School District Treasurer as an investment from other District funds with provision that the checks purchased are non-interest bearing and the Treasurer shall register each non-payable check on the Treasurer's check registry as provided by law and no check shall be issued which would cause all checks, payable and non-payable, issued by the District to exceed the amount of the estimate made and approved for the current fiscal year.

Approving this resolution addresses the primary cash flow concerns and enables the District to meet current obligations within the amount of the estimate made and approved for the current fiscal year.

RESOLUTION AUTHORIZING THE SCHOOL DISTRICT TREASURER TO ISSUE NON-PAYABLE CHECKS AND AUTHORIZING THE PURCHASE OF THE CHECKS AS INVESTMENTS FROM OTHER DISTRICT FUNDS

WHEREAS, by reason that the School District anticipates possible cash flow deficits during the 2024-2025 FY prior to receipt of the 2025 ad valorem taxes and state program funding, the Independent School District I-16 of Payne County, Oklahoma (Stillwater Public Schools) reserve funds that may be depleted during the 2024-25 FY, and

WHEREAS, by reason of the cash flow deficit, it may be necessary to authorize the District Treasurer to issue non-payable checks during the 2024-25 FY.

NOW, THEREFORE, the Board of Education of Independent School District I-16 of Payne County, Oklahoma (Stillwater Public Schools) does hereby authorize the Treasurer of the District to issue non-payable checks as provided by law during the 2024-25 FY at the discretion of the Treasurer if the issuance of non-payable checks is necessary to pay the District's current obligations, including payroll, on a timely basis.

The Board of Education, under the provisions of 70 O.S. § 5-115, further authorizes and directs that the non-payable checks shall be purchased by the School District Treasurer as an investment from other District funds with provision that the checks purchased will be non-interest bearing and the Treasurer shall register each non-payable check on the Treasurer's check registry as provided by law and no check shall be issued which would cause all checks, payable and non-payable, issued by the District to exceed the amount of the estimate made and approved for the current fiscal year.

The Board of Education further directs that the non-payable checks shall be paid in numerical order from the first ad valorem tax receipts and state program funding of the District, provided that the Treasurer, at her discretion may pay the non-payable checks from other sources of available District revenues.

This Resolution adopted this 11th day of June, 2024.

INDEPENDENT SCHOOL DISTRICT I-16 OF PAYNE COUNTY, OKLAHOMA (STILLWATER PUBLIC SCHOOLS)

By: _____
President

Attest:

_____
Clerk

STILLWATER PUBLIC SCHOOLS

STILLWATER BOARD OF EDUCATION

PREPARED BY: Mike Arnold, Chief Financial Officer
APPROVED BY: Uwe Gordon, Superintendent
DATE: June 11, 2024

AGENDA ITEM: 4Q

Authorized Representatives and Designated Custodians for FY 2024-2025

1) Designation of Treasurer Mike Arnold as Purchasing Agent for Stillwater Independent School District and Designated Custodian for General Fund, Building Fund, Child Nutrition Fund, Bond Funds, and Activity Funds
2) Designation of Supt Uwe Gordon as Authorized Representative for all Federal Programs
3) Designation of Technology Director Bryan Bloomer as Authorized Representative for Schools and Libraries Universal Services (E-Rate)

BOARD ACTION REQUESTED:

Motion to approve Treasurer Mike Arnold as Purchasing Agent for Stillwater Independent School District and Designated Custodian for General Fund, Building Fund, Child Nutrition Fund, Bond Funds, and Activity Funds; Supt Uwe Gordon as Authorized Representative for all Federal Programs; and Technology Director Bryan Bloomer as Authorized Representative for Schools and Libraries Universal Services (E-Rate) for FY 2024-2025.

BACKGROUND INFORMATION:

Stillwater Public Schools has federal requirements to identify an official contact person for the purpose of communications regarding budgets, claims and/or reimbursements, procedural guidelines and compliance and program management.

STILLWATER PUBLIC SCHOOLS

STILLWATER BOARD OF EDUCATION

PREPARED BY: Michael Arnold, Chief Financial Officer
APPROVED BY: Uwe Gordon, Superintendent
DATE: June 11, 2024

AGENDA ITEM: 4R
Certificate and Order to the County Clerk and County Treasurer of Payne County, Oklahoma, Authorizing Michael Arnold as Stillwater Public Schools Treasurer

BOARD ACTION REQUESTED:
Motion to approve Certificate and Order to the County Clerk and County Treasurer of Payne County, Oklahoma, Authorizing Michal Arnold as Stillwater Public Schools Treasurer for 2024-2025

BACKGROUND INFORMATION:
This Certificate and Order fulfills a district requirement requested from the Payne County Clerk and Treasurer.

S. A. & I. 127 (2016)

CERTIFICATE AND ORDER
TO COUNTY CLERK AND COUNTY TREASURER

Stillwater Oklahoma, June 11, 20 24

To the County Clerk and County Treasurer of Payne County, Oklahoma.

We, the undersigned, presiding officer and Clerk of the Governing Board of (City, Town, Multi-County, Library, Board of Education, School District, (state which) Board of Education of Stillwater School District I-16 ("Public Body") in said County, State of Oklahoma, hereby authorize you, from and after the date hereof, for the current term or for the remainder of such current term in case of appointment to fill vacancy, such authority to continue until the end of such term, and no longer, unless sooner revoked, to pay over any public funds collected for the aforesaid Public Body in accordance with the provisions of 68 Okl.St.Ann. § 2923, to Michael Arnold Address 314 S Lewis, Stillwater, OK 74074, Oklahoma as TREASURER of said Public Body for the term stated; and his legal qualifications for said office are hereby certified to be truly and correctly stated as follows:

(1) Date Elected or Re-elected July 12, 20 22;
(2) Date Appointed or Re-Appointed June 11, 20 24 (Note 1);
(3) Filed Surety Bond in sum of one hundred thousand Dollars ($ 100,000.00) with Western Surety as Surety;
(4) Bond Terms begins July 1, 20 24, and Expires/Renews July 1, 20 25;
(5) Number of Bond 72494154;
(6) Date Bond was approved by Governing Board September 28, 20 22 (if applicable); and
(7) Said new Bond is in custody and control of Payne County Clerk (Note 2), or was deposited with _____ for safekeeping.

Approved on _____, 20____ by _____ endorsement made.

Signed and Certified at Stillwater, Oklahoma, this 11th day of June, 20 24.

_____
Presiding Officer

_____
Official Title

ATTESTING OFFICER'S SEAL

ATTEST: _____
Attesting Officer

_____
Official Title

Note 1: Where Treasurer is appointed for an indefinite term, provide the original date of appointment. This form must be submitted annually even if Treasurer is appointed for an indefinite term, and must be submitted at any time a bond renews or the named Surety changes.

Note 2: Treasurer should not have custody of his own bond. If Financial Secretary of City serves both as Clerk and Treasurer, Mayor or other chief officer should have custody.

Note 3: See 11 Okl.St.Ann. § 8-105, requiring bond for Treasurer of a municipality; 70 Okl.St.Ann §§ 5-114 & 5-115 requiring bond for Treasurer of a Board of Education; and 65 Okl.St.Ann. § 4-105 requiring bond for Multi-County Library.

CERTIFICATE AND ORDER

OF Board of Education
Name of Public Body

County of Payne

State of Oklahoma, to the County Clerk and County Treasurer

Qualifying Michael Arnold

Stillwater School Dist Okla., as Treasurer of said Public Body.

Received and Filed this _____ day of

_____ 20_____

County Clerk- County Treasurer

Deputy

Amount of Bond $ 100,000.00

Date of Bond July 1 20 24

Bond Expires/Renews July 1 20 25

SURETIES

Print

Clear Form

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 Date
President, Board of Education

City of Stillwater, Oklahoma

_____ _____

Kimberly Meek Date
City Manager

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

constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by email or facsimile provided that original executed counterparts are delivered to the recipient within the next three (3) business days following the email or facsimile transmission.

(e) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

If to Client:	Stillwater Public Schools, Independent School District No. 16 of Payne County, Oklahoma 314 S. Lewis St. Stillwater, OK 74074 Attn: Telephone: (405) 533-6300
If to the Company:	Chief Executive Officer Facilitron, Inc. PO Box 1935 Los Gatos, CA 95031-1935 Telephone: 800-272-2962

Notice delivered by hand shall be deemed to have been received by the addressee on the date delivered. Notice given by registered or certified mail, return receipt requested, shall be deemed to have been received by the addressee on the date marked on the receipt. Notice given electronically or by confirmed facsimile shall be deemed to have been received by the addressee on the business day following the day on which it was sent.

(f) Entire Agreement. This Agreement and the Exhibits hereto are the complete agreement of the Parties relating to the subject matter hereof. This Agreement supersedes and governs any other prior or collateral agreements with respect to the subject matter hereof. Any amendment to this Agreement or any modification of any term of this Agreement must be in writing and be executed by an authorized officer of each Party.

(g) Governing Law, Dispute Resolution and Exclusive Venue. This Agreement shall be governed by and construed under the laws of the State of Oklahoma, without reference to conflict of laws principles. The parties waive any objection to exclusive jurisdiction and venue in the state and federal courts located in Payne County, Oklahoma.

(h) Severability. The illegality or unenforceability of the whole or any part of the provisions of this Agreement will not affect the continued operation of the remaining provisions of this Agreement.

(i) Waiver. The failure of either Party at any time to insist upon strict performance of any of the terms and conditions contained in this Agreement will not be deemed a waiver of its right at

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.

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: 4T

Consider and Vote to Approve Service Order No. 18 for Richmond Elementary As-Built Floor Plan

BOARD ACTION REQUESTED:

Vote to Approve Service Order No. 18 for Richmond Elementary As-Built Floor Plan

BACKGROUND INFORMATION:

The Project consists of preliminary design services for the development of an as-built floor plan, in PDF format, of the Richmond Elementary School located at 201 West Richmond Road. The following floor plan elements shall be included: room names/numbers, structural columns, floor level changes, stairs, walls, doors, windows, millwork, major mechanical equipment, location of electrical panels, janitor/mop sinks, sinks, lavatories, toilets, water closets, drinking fountains, and roof overhangs.

AIA® Document B221™ – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 18 made as of the eleventh day of June in the year two thousand and twenty-four.

BETWEEN the Owner:
(Name, legal status, address, and other information)

Independent School District No. 16 of Payne County, Oklahoma
314 South Lewis Street
Stillwater, Oklahoma 74074

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

505 Architects LLC
1631 South Delaware Avenue
Tulsa, Oklahoma 74104

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

Richmond Elementary As-Built Floor Plan
Develop an as-built floor plan in PDF format of the Richmond Elementary School located at 201 West Richmond Road in Stillwater, Oklahoma.

THE SERVICE AGREEMENT
This Service Order, together with the Master Agreement between Owner and Architect dated the
(Paragraphs deleted)
thirteenth day of April in the year two thousand and twenty-one
form a Service Agreement.

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.

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect

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TABLE OF ARTICLES

1 INITIAL INFORMATION

2 SERVICES UNDER THIS SERVICE ORDER

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 COMPENSATION

5 INSURANCE

6 PARTY REPRESENTATIVES

7 ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:

(Paragraph deleted)

1.1.1 The Project consists to develop an as-built floor plan in PDF format of the Richmond Elementary School located at 201 West Richmond Road in Stillwater, Oklahoma.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, 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.

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

§ 2.1.1 Basic Services

(Paragraph deleted)

The Architect shall provide preliminary design services for the development of an existing floor plan that will be provided in PDF format to the Owner that contains the following floor plan elements: room names / numbers, structural columns (that are visible or can be identified from existing drawings), floor level changes, stairs, walls, doors, windows, millwork, major mechanical equipment, location of electrical panels, janitor/mop sinks, sinks, lavatories, toilets/water closets, drinking fountains and roof overhangs. Elements will be drawn using basic generic geometry indicating approximate size, shape, and locations of elements. Accuracy of the existing floor plan drawing PDF will be +/- one (1) inch.

Included is one (1) visit to the site by the Architect for field observation and measurements of the existing conditions to compare to the existing floor plan drawings provided by the Owner.

The Owner shall provide access for the Architect to all spaces within the existing building on the day of the site visit.

No exploratory demolition will be required for the Project.

The scope of Basic Services is anticipated to be completed within three (3) weeks of the execution of this Service Order.

§ 2.1.2 Additional Services

None

Init. /

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ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

NA

.2 Substantial Completion date:

NA

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

Compensation shall be a fixed fee plus reimbursable expenses billed as follows:

(Paragraphs deleted)

Phase 100 As-built Floor Plan	Fixed	$7,500 plus reimbursable expenses per Section 4.3

§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

The Architect shall endeavor to provide a fixed fee for Additional Services when a scope of services can be clearly defined. In all instances, the Architect shall notify the Owner in writing of the need for Additional Services. If a scope of Work cannot be clearly defined, upon written approval from the Owner the Architect shall perform the Work on an hourly basis until such a time as the scope of Work can be defined and a fixed fee can be established.

Hourly billing rates at the time of this Agreement are set forth as follows:

505 Architects LLC

Principal	$200	Architect	$185
Project Manager	$195	Architectural Intern	$140
Interior Designer	$175	Administrative	$90

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

Reimbursable Expenses are estimated to not exceed $500.00.

§ 4.4 When compensation identified in Section 4.1 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.

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:
(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

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(Table deleted)
(Paragraphs deleted)

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:

Assistant Superintendent of Operations
Bo Gamble
Stillwater Public Schools
314 South Lewis Street
Stillwater, Oklahoma 74074

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:

Brian Thomas, AIA, RID, LEED AP
Principal
505 Architects LLC
1631 South Delaware Avenue
Tulsa, Oklahoma 741014

ARTICLE 7 ATTACHMENTS AND EXHIBITS

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

.1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;

(Paragraphs deleted)

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Dr. Marshall Baker School Board President	Brian Thomas, AIA, RID, LEED AP Principal
(Printed name and title)	*(Printed name, title, and license number, if required)*

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STILLWATER PUBLIC SCHOOLS

OUT-OF-STATE TRAVEL APPLICATION

Instructions: The sponsor requesting out-of-state travel should complete this application in full one month in advance of the trip. A complete itinerary along with any other pertinent information should accompany this application. The sponsor should also have full knowledge that this application must have administrative and Board of Education approval before travel may commence.

The following criteria will be used in approving out-of-state travel:

1. Funding availability
2. Time and effort required to raise funds
3. Benefit of the program
4. Success at state contests
5. School time to be missed
6. Other reasons for justification of trip, i.e. lack of state competition, etc.

All travel must comply with Policy CN of the Stillwater Public Schools Policies and Procedures manual regarding out-of-state field trips.

Application Date:	**Building:**	**Sponsor Name:**	**Organization Requesting Travel:**
5/15/24	SHS	Scott Jackson	Band/Orchestra
Date(s) of Travel: 7/14/24		**Number of Students Traveling:** 30	**Destination:** University of Arkansas, Fayetteville

Purpose of Travel: List the purpose of the trip and how students will benefit from the travel.

This is a shuttle bus to drop the students off at the U of A Summer Music Camp. We have so many going to this camp each year that providing the option of transport is the best course of action. The students do fund the cost of this particular bus each year. The camp it self is very well-run, musically and in terms of administration and student safety. We have a ten year tradition of developing our string players at this week of music camp. They learn a great deal working with the teachers and students from the NW Arkansas Region and the U of A Music Faculty.

Method of Transportation (vehicles, drivers, bus companies, etc.):

SPS Activity Bus and Ford Expedition

Lodging (hotels, etc): Please provide name and address of hotels, etc.

Paid registration at the camp encompasses double occupancy in the dorms, all meals, and all activities.

Supervision: Give a list of people (school personnel or parents) who have committed to serve as sponsors for this trip.

1. Scott Jackson	2. Chaperon for bus TBA	3.
4.	5.	6.
7.	8.	9.

Organizational History: What recent (five years or fewer) trip(s) has this organization taken out-of-state?

London, 2022-23, and the University of Arkansas each year within range of the prompt.

OUT-OF-STATE TRAVEL APPLICATION
FUNDING INFORMATION

Instructions: The table below should include total costs in all categories including the cost of fuel, driver that will be reimbursed to the district. Please provide an answer to all questions or information sought below the table. If not applicable, please indicate using N/A.

Sources of Funds

Projected Costs		General Fund	Activity Fund	Booster	Individual	Other
Ground Transportation / Gas	$25 per student				X	
Ground Transportation / Driver	$300					
Ground Transportation / Other	$600					
Air Transportation	$					
Lodging	$					
Food	$					
Registration	$500					
Other – Explain	$					

Are scholarships provided for students needing financial assistance? Yes ☑ No ☐

If answer is yes, what is source of funding for scholarship? Both the U of A and the Band/Orchestra provide partial scholarships to applicants.

If answer is no, provide reason. _____

Sponsor: Before travel may occur, emergency release forms for each student must be on file along with a complete travel roster and itinerary in the Stillwater Public Schools Activities Office. Itineraries should also be provided to each parent before departure.

Sponsor Signature _____ Date 5/15/24

APPROVALS

Director of Athletics/Activities _____ Date 5/22/2024

Building Principal _____ Date 5/22/2024

Director of Transportation _____ Date 6/3/2024

Superintendent _____ Date 6.4.24

OUT-OF-STATE TRAVEL APPLICATION
TRIP ITINERARY

Date:	Itinerary:
7/14/24	6:00am - Load and depart from SHS PAC 12:00 noon - Drop off students at U of Ark. Music camp, bus returns to Stillwater
7/19/24	Students perform final concert and parents take them back to Stillwater.

STILLWATER PUBLIC SCHOOLS

STILLWATER BOARD OF EDUCATION

PREPARED BY: Michael Arnold, Chief Financial Officer
APPROVED BY: Uwe Gordon, Superintendent
DATE: June 11, 2024

AGENDA ITEM: 5A
Treasurer's Report

BOARD ACTION REQUESTED:
Consider and Vote to approve Treasurer's report as of May 31, 2024

BACKGROUND INFORMATION:
This monthly report provides month-to-date and year-to-date information on the current standings of the district's finances.

May 31, 2024

GENERAL FUND

REVENUES

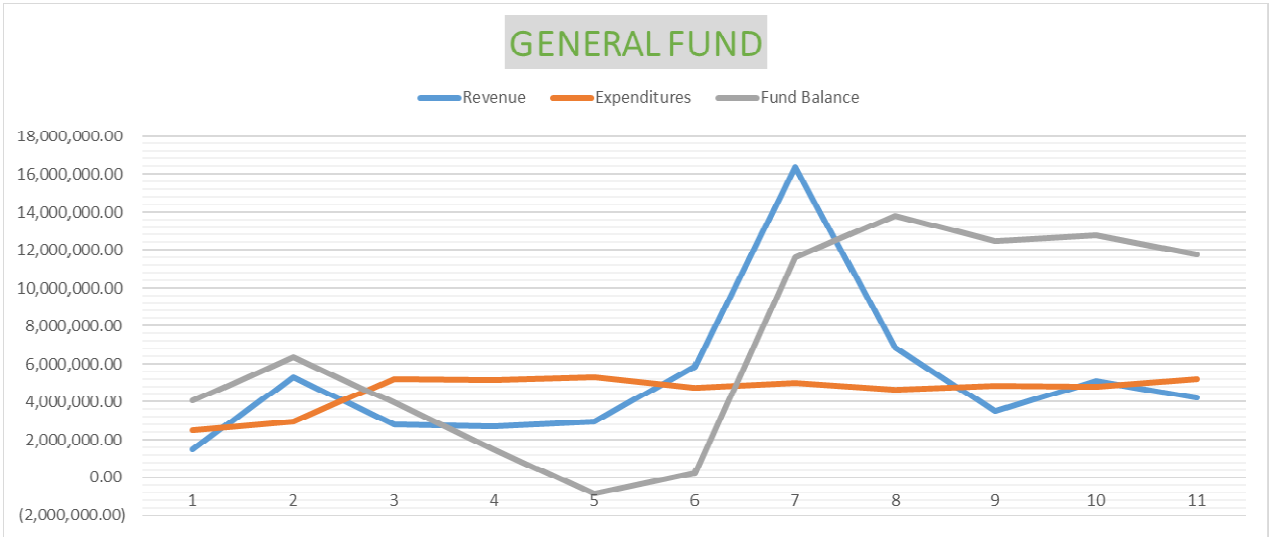
May 31, 2024

Fund 11 (General Fund)

		Source of Income	Current Collected	Expected Revenue	YTD Collected	Difference
			Fiscal Year 2024 (July 1, 2023 - June 30, 2024)			
Local Sources		1110 - Ad Valorem C/Y	$ 715,232.06	$ 18,938,872.00	$ 19,528,346.18	$ 589,474.18
		1120 - Ad Valorem P/Y	$ 13,733.31	$ 350,000.00	$ 356,903.21	$ 6,903.21
		1130 - Revenue in Lieu of Taxes	$ 9,816.12		$ 23,524.98	$ 23,524.98
		1140 - TIFF	$ -		$ 9,951.43	$ 9,951.43
		1230 - Summer School Tuition	$ -	$ 12,000.00	$ -	$ (12,000.00)
		1310 - Interest Earnings	$ 144,433.95	$ 280,000.00	$ 1,011,669.10	$ 731,669.10
		1350 - Interest on Taxes	$ 5,703.95		$ 39,505.43	$ 39,505.43
		1410 - Rental of School Faciliities	$ -		$ -	$ -
		1440 - Sales of Equipment, Services, and Materials	$ -		$ -	$ -
		1510 - Insurance Loss Revoveries	$ -		$ 1,367.73	$ 1,367.73
		1530 - Damage to School Property	$ -		$ 50.00	$ 50.00
		1590 - Miscellaneous Reimbursement	$ 93,038.80	$ 200,000.00	$ 277,129.92	$ 77,129.92
		1660 - Mineral Royalties	$ -	$ 3,000.00	$ -	$ (3,000.00)
		1690 - All Other Miscellaneous Revenue	$ 123.55	$ 5,000.00	$ 1,857.69	$ (3,142.31)
Total Local Sources			$ 982,081.74	$ 19,788,872.00	$ 21,250,305.67	$ 1,461,433.67
IS		2100 - County Four Mill	$ 93,350.43	$ 1,848,708.00	$ 2,526,029.33	$ 677,321.33
		2200 - Country Apportionment (Mortgage Tax)	$ 19,906.89	$ 369,553.00	$ 202,613.84	$ (166,939.16)
		2900 - Other Intermediate Sources	$ -	$ -	$ 492,208.88	$ 492,208.88
Total Intermediate Sources			$ 113,257.32	$ 2,218,261.00	$ 3,220,852.05	$ 1,002,591.05

			Current Collected	Expected Revenue	YTD Collected	Difference
			Fiscal Year 2024 (July 1, 2023 - June 30, 2024)			
State Sources		3110 - Gross Production Tax	$ 15,984.86	$ 326,859.00	$ 191,750.73	$ (135,108.27)
		3120 - Motor Vehicle Collections	$ 287,712.55	$ 2,547,564.00	$ 2,324,400.73	$ (223,163.27)
		3130 - Rural Electrification Administration Tax	$ 15,317.88	$ 192,395.00	$ 187,482.20	$ (4,912.80)
		3140 - State School Land Earnings	$ 59,489.94	$ 900,835.00	$ 868,773.38	$ (32,061.62)
		3150 - Vehicle Tax Stamp	$ -	$ 6,217.00	$ 4,430.51	$ (1,786.49)
		3160 - Farm Implement Tax	$ -	$ 3,317.00	$ 2,951.23	$ (365.77)
		3210 - Foundation and Salary Incentive Aid	$ 1,871,983.47	$ 19,041,919.00	$ 17,014,630.27	$ (2,027,288.73)
		3250 - Education Flexible Benefit Allowance	$ 505,978.95	$ 5,530,134.00	$ 4,615,021.35	$ (915,112.65)
		3310 - Alternative and High Challenge Education	$ 47,075.74	$ 177,096.00	$ 188,302.95	$ 11,206.95
		3412 - National Board Certified Bonus	$ -	$ 84,000.00	$ 80,000.00	$ (4,000.00)
		3415 - Reading Sufficiency Act	$ -	$ 93,984.00	$ 90,534.40	$ (3,449.60)
		3420 - State Textbook	$ -	$ 390,673.00	$ 391,321.70	$ 648.70
		3440 - Driver Education	$ -	$ 3,630.00	$ 3,135.00	$ (495.00)
		3470 - Adv Placement	$ 23,487.28	$ -	$ 23,487.28	$ 23,487.28
		3620 - State Land Reimbursement	$ -	$ -	$ -	$ -
		3650 - Tobacco Settlement	$ 15,000.00	$ -	$ 15,000.00	$ 15,000.00
	361	3690 - A.C.E.	$ 34,708.19	$ 72,782.00	$ 65,416.38	$ (7,365.62)
	190	3690 - MTSS Grant	$ 25,000.00	$ 24,560.00	$ 300,000.00	$ 275,440.00
	201	3690 - DPHHS Refugee	$ -	$ 30,300.00	$ 84,833.59	$ 54,533.59
		3811 - Career Tech (Salary Assistance)	$ 25,790.00	$ 63,460.00	$ 57,520.00	$ (5,940.00)
		3812 - Career Tech (Program Assistance)	$ 44,500.00	$ 198,000.00	$ 163,500.00	$ (34,500.00)
	376	Safety/SRO Funding	$ -	$ 92,000.00	$ -	$ (92,000.00)
		3892 - OK Education Lottery fund	$ 4,487.46	$ -	$ 19,074.46	$ 19,074.46
Total State Sources			$ 2,976,516.32	$ 29,779,725.00	$ 26,691,566.16	$ (3,088,158.84)

			Fiscal Year 2024 (July 1, 2023 - June 30, 2024)			
			Current Collected	Expected Revenue	YTD Collected	Difference
Federal Sources	561	4140 - Federal - Title VII, Part A, Indian Education	$ 24,465.09	$ 95,000.00	$ 118,635.79	$ 23,635.79
	511	4210 - Federal - Title I	$ -	$ 1,289,119.00	$ 414,934.38	$ (874,184.62)
	515	4210 - Federal - Title School Support	$ -		$ 67,349.96	$ 67,349.96
	518	4210 - Federal - Title IA	$ -		$ -	$ -
	541	4271 - Federal - Title II	$ 23,614.80	$ 229,905.00	$ 126,815.34	$ (103,089.66)
	572	4281 - Federal - Title III Part A	$ -	$ 36,689.00	$ 2,034.52	$ (34,654.48)
	613	4310 - Federal - IDEA SPED Prof Dev	$ -	$ 154,218.00	$ 2,858.00	$ (151,360.00)
	615	4310 - Federal - IDEA (Prof Dev)	$ -		$ 6,246.00	$ 6,246.00
	618	4310 - Federal - IDEA 18-22 Yr Old Dev	$ -		$ 4,994.52	$ 4,994.52
	621	4310 - Federal - IDEA	$ 120,400.80	$ 1,491,319.00	$ 840,762.42	$ (650,556.58)
	625	4310 - Federal - IDEA Private School	$ -		$ 6,947.25	$ 6,947.25
	628	4310 - Federal - IDEA ARP FlowThru	$ -		$ 1,269.03	$ 1,269.03
	629	4310 - Federal - IDEA ARP Private School	$ -	$ 6,001.00	$ 2,804.88	$ (3,196.12)
	641	4340 - Federal - IDEA PreK	$ -	$ 33,167.00	$ 33,166.96	$ (0.04)
	642	4340 - Federal - IDEA PreK Private School	$ -	$ 58.00	$ 28.92	$ (29.08)
	552	4442 - Federal - Title IV A	$ -	$ 109,375.00	$ 33,860.48	$ (75,514.52)
	587	4470 - Federal - Title VI Part B	$ -	$ 110,071.00	$ 9,836.67	$ (100,234.33)
	596	4480 - Federal - Title IX Homeless	$ -	$ 78,694.00	$ 31,985.11	$ (46,708.89)
	721	4689 - Federal - CARES	$ -		$ -	$ -
	722	4689 - Federal - Counselor Corp	$ -	$ 140,445.00	$ 38,791.65	$ (101,653.35)
	723	4689 - Federal - COVID	$ -		$ -	$ -
	725	4689 - Federal - Student Teacher	$ -		$ 13,992.00	$ 13,992.00
	787	4689 - Federal - Project Get Fit	$ -		$ 9,083.80	$ 9,083.80
		misc	$ -	$ 37,139.00	$ -	$ (37,139.00)
	793	4689 - Federal - ESSER II	$ -		$ 749.12	$ 749.12
	795	4689 - Federal - ARP Relief	$ -	$ 3,070,058.00	$ -	$ (3,070,058.00)
	796	4689 - Federal - ARP Homeless	$ -	$ 85,508.00	$ 12,334.84	$ (73,173.16)
	797	4689 - Federal - ESSR III Homeless	$ -		$ 8,783.03	$ 8,783.03
	799	DUE FROM PRIOR YEAR	$ -	$ 2,631,177.00	$ 2,862,138.47	$ 230,961.47
Total Federal Sources			**$ 168,480.69**	**$ 9,597,943.00**	**$ 4,650,403.14**	**$ (4,947,539.86)**
Total Revenue FUND 11 - General Fund			**$ 4,240,336.07**	**$ 61,384,801.00**	**$ 55,813,127.02**	**$ (5,571,673.98)**
		Surplus Transferred Prior Year (Carryover/Fund Balance)			**$ 5,036,652.00**	
		Total Collections and Surplus			$ 60,849,779.02	
Non-revenue Receipts		5120 - Return of Change	$ -		$ -	
		5130 - Petty Cash	$ -		$ -	
		5160 - Activity Fund Reimbursement	$ 1,113.59		$ 9,775.12	
		5600 - Correcting Entries	$ -		$ 1,268.21	
		Subtotal			$ 60,860,822.35	
			Payroll	**Operation**		
		Warrants Paid	$ 3,717,501.27	$ 835,194.98	**$ 4,552,696.25**	
Adjusted Cash Balance in Fund 11 (General Fund)					**$ 10,638,667.83**	



May 31, 2024

GENERAL FUND

EXPENDITURES

STILLWATER PUBLIC SCHOOLS

General Fund Expenditures

May-24

Proj #	Project Name	BUDGET	RANGE TO DATE	YTD	ENCUMBRANCES	END BUDGET
			LOCAL			
000	Lapsed Appropriations & Adjustments	-	-	4,427.67	-	(4,427.67)
001	HIGH SCHOOL	5,257.00	-	3,737.33	-	1,519.67
002	JUNIOR HIGH	9,328.00	1,099.78	5,999.23	1,544.88	1,783.89
003	MIDDLE SCHOOL	3,153.00	-	6,248.01	342.97	(3,437.98)
004	HIGHLAND PARK	15,266.00	6,299.02	16,386.91	2,411.85	(3,532.76)
005	RICHMOND	7,121.00	-	9,940.99	240.00	(3,059.99)
006	SANGRE RIDGE	11,006.00	-	7,536.72	-	3,469.28
007	SKYLINE	11,841.00	-	10,934.54	-	906.46
008	WESTWOOD	5,825.00	1,890.00	11,445.98	-	(5,620.98)
009	WILL ROGERS	11,538.00	-	15,393.20	320.00	(4,175.20)
010	LINCOLN	2,015.00	41.00	894.67	-	1,120.33
011	curriculum & instruction	150,000.00	299.55	127,480.85	5,610.78	16,908.37
012	nurses supplies	5,500.00	2,712.96	5,977.99	1,000.53	(1,478.52)
013	instructional supplies	150,000.00	-	58,484.00	-	91,516.00
014	custodial supplies	200,000.00	3,336.09	49,639.79	17,434.05	132,926.16
015	Golden Oaks	500.00	-	-	-	500.00
016	OAC Equipment Grant	-	3,119.63	9,793.06	1,200.00	(10,993.06)
019	Library	40,734.00	3,642.26	42,904.39	3,133.72	(5,304.11)
020	Class Funding -> Virtual Academy	1,323.00	-	30.72	-	1,292.28
021	Summer School	5,300.00	-	-	1,200.00	4,100.00
022	Extended School Year	1,615.00	-	-	-	1,615.00
023	PR & Communications	15,000.00	357.08	5,971.48	1,034.47	7,994.05
024	band	20,000.00	-	21,217.92	-	(1,217.92)
025	orchestra	12,000.00	-	12,000.00	-	-
026	legal services	115,000.00	-	44,254.93	1,435.04	69,310.03
027	audit services	25,000.00	-	13,650.00	1,350.00	10,000.00
028	postage and freight	15,000.00	1,168.00	16,499.22	23,875.54	(25,374.76)
029	BOE/Admin Travel & Training	35,000.00	1,456.90	30,919.13	43,902.86	(39,821.99)
032	finance data processing	135,000.00	98.00	105,750.30	14,278.03	14,971.67
033	Misc. Admin Exp (non-instructional)	100,000.00	2,601.93	66,402.97	29,836.03	3,761.00
034	SPED Student Testing	30,000.00	522.55	16,643.68	284.05	13,072.27
036	In-District / Out of District Travel	30,000.00	587.12	19,717.19	8,317.79	1,965.02
037	YMCA Pool Rental	36,000.00	-	-	-	36,000.00
040	Tier II Special Needs	100,000.00	20,643.37	80,173.37	6,369.06	13,457.57
042	HR - recruiting & hiring	125,000.00	4,996.85	143,969.30	22,549.27	(41,518.57)
043	Non-certified PD	10,000.00	-	-	-	10,000.00
044	E-Sports	4,500.00	-	-	-	4,500.00
045	fleet fuel	275,000.00	30,183.33	237,524.26	27,465.81	10,009.93
046	school resource officers	75,000.00	-	-	-	75,000.00
047	vehicle maintenance	235,000.00	9,896.46	263,517.13	88,897.47	(117,414.60)
048	transportation misc.	10,000.00	11,853.97	49,667.40	60,216.45	(99,883.85)
049	utilities - electricity	492,000.00	87,397.48	890,047.32	461,768.25	(859,815.57)
051	utilities - gas	20,000.00	6,863.27	118,537.60	105,912.75	(204,450.35)
052	telephone and internet	40,000.00	41.23	66,415.60	79,077.08	(105,492.68)
053	utilities - water/trash	122,850.00	11,159.27	249,976.72	120,667.90	(247,794.62)
054	building maintenance	7,500.00	2,106.03	195,142.41	30,795.72	(218,438.13)
055	Grounds Maintenance	-	9,783.04	56,654.53	3,539.47	(60,194.00)
056	vocal music	3,800.00	-	2,873.86	-	926.14
057	drama productions	5,000.00	-	3,885.85	-	1,114.15
058	athletics	115,000.00	6,310.00	166,290.39	9,509.50	(60,799.89)
059	Piano Tuning	1,000.00	-	1,566.55	-	(566.55)
060	professional development	75,000.00	845.76	52,731.01	18,096.00	4,172.99
061	liability bonds	3,500.00	-	3,943.00	-	(443.00)
062	unemployment	15,000.00	-	4,410.00	-	10,590.00
063	workers compensation	365,000.00	-	357,892.00	-	7,108.00
064	property/liability ins	1,200,000.00	-	1,190,809.00	-	9,191.00
065	Graduation	30,000.00	-	-	33,550.80	(3,550.80)
066	performing arts center	3,000.00	-	-	-	3,000.00
067	county re-evaluation	100,000.00	427,864.46	427,864.46	-	(327,864.46)
072	security	25,000.00	-	23,397.35	-	1,602.65
084	Virtual Academy Facility	15,000.00	-	-	-	15,000.00
086	HS Parking Lot Lighting	-	-	12,287.10	-	(12,287.10)
092	technology	5,000.00	-	7,930.53	2,430.22	(5,360.75)
093	medicaid matching	-	-	-	-	-
	TOTAL LOCAL:	**4,683,472.00**	**659,176.39**	**5,347,789.61**	**1,229,598.34**	**(1,893,915.95)**

STILLWATER PUBLIC SCHOOLS

General Fund Expenditures

May-24

Proj #	Project Name	BUDGET	RANGE TO DATE	YTD	ENCUMBRANCES	END BUDGET
	PAYROLL					
103	PALS		17,925.76	164,626.19	3,339.72	(167,965.91)
111	Local Child Nutrition		-	-	-	-
151	Admin Certified (Sup, Dep Sup)	42,000,000.00	46,275.70	494,592.10	46,018.43	41,459,389.47
152	Admin - Non-Cert		106,747.17	1,111,845.65	108,961.98	(1,220,807.63)
153	Board Clerk & Uncumbrance		-	-	-	-
154	Principals & Asst. Principals		194,956.12	2,071,207.61	239,647.84	(2,310,855.45)
155	teaching svcs		2,017,961.28	17,999,857.86	5,890,183.44	(23,890,041.30)
156	Site Sec, Office Asst, Noon Monitors		137,097.78	1,181,353.55	174,369.99	(1,355,723.54)
157	Non-SPED TAs		67,215.04	693,113.30	128,044.98	(821,158.28)
158	SPED TAs		170,909.52	1,682,014.13	298,234.17	(1,980,248.30)
159	Computer Technicians		30,884.59	354,282.87	31,414.91	(385,697.78)
160	School Paid PALS		843.27	2,238.22	-	(2,238.22)
161	Substitute Teachers		70,206.69	495,584.16	-	(495,584.16)
162	Driver's Ed		-	155.19	-	(155.19)
163	Health (Nurse, Nurse Asst, OT, PT)		77,482.33	497,417.58	88,432.58	(585,850.16)
164	Transportation		97,000.23	989,018.78	105,696.38	(1,094,715.16)
165	Maintenance & Grounds		23,455.22	238,451.54	22,510.52	(260,962.06)
166	Custodial		67,563.78	714,565.61	67,102.53	(781,668.14)
167	Athletic Coaching Stipends		41,005.41	433,188.29	61,413.36	(494,601.65)
168	Certified Counselors		151,938.42	1,383,200.67	351,137.82	(1,734,338.49)
169	Audio Visual		-	828.91	-	(828.91)
170	Certified Specialists		128,279.62	1,189,403.77	373,185.78	(1,562,589.55)
171	Warehouse & Printing Salaries		13,876.77	167,545.37	11,901.35	(179,446.72)
172	Academic/Club Stipends		16,425.85	132,334.76	41,675.54	(174,010.30)
173	Night Alternative Ed Salaries		2,779.60	20,448.06	-	(20,448.06)
174	homebound services		9,643.60	23,800.61	-	(23,800.61)
179	Classroom Cover		16,016.51	35,342.49	-	(35,342.49)
180	Staff Bonus (Classified Retention)		19,394.46	36,308.28	-	(36,308.28)
181	Directors & Coordinators		164,315.92	1,728,876.81	157,111.98	(1,885,988.79)
182	NBCT - District Paid		-	11,386.09	-	(11,386.09)
189	PAC Salaries		616.62	8,810.46	1,849.87	(10,660.33)
190	MTSS		8,420.04	99,837.17	11,607.50	(111,444.67)
191	Virtual Academy Facility		4,257.96	100,367.74	12,463.99	(112,831.73)
198	Student Body Activities		5,572.06	35,381.92	-	(35,381.92)
199	Sick Leave Payback / Retirees		-	-	-	-
201	Refugee Grant		8,433.95	73,645.94	16,766.21	(90,412.15)
	TOTAL PAYROLL:	**42,000,000.00**	**3,717,501.27**	**34,171,031.68**	**8,243,070.87**	**(414,102.55)**
	STATE					
301	Non-Court Judgement Settlements	192,079.00	-	-	-	192,079.00
302	Physical Education Scholarship	8,500.00	-	11,000.00	-	(2,500.00)
312	National Certified Bonus	68,927.00	-	79,596.66	-	(10,669.66)
317	Drivers Education	5,000.00	-	-	-	5,000.00
331	Health Insurance In-lieu of -cert	57,000.00	5,820.80	54,814.40	16,779.70	(14,594.10)
332	Health Insurance In-lieu of-support	245,000.00	18,251.69	184,337.88	32,632.92	28,029.20
333	State Adopted Textbooks	524,781.00	-	31,407.26	658,132.72	(164,758.98)
334	Health Insurance Certified (obj 213)	2,775,000.00	303,852.99	2,653,362.68	837,470.27	(715,832.95)
335	Health Insurance Support (obj 223)	1,115,000.00	126,256.85	1,220,162.02	218,252.85	(323,414.87)
339	Tobacco Settlement Endow Trust (TSET)	-	-	-	-	-
361	ACE Technology	23,990.00	-	19,266.68	356.65	4,366.67
366	Advanced Placement Materials	24,560.00	-	23,487.28	-	1,072.72
367	Reading Sufficiency Act (RSA)	90,000.00	-	47,435.82	83,998.81	(41,434.63)
372	SCORE	-	-	-	-	-
376	School Security/Safety	92,000.00	84.90	26,824.20	503.15	64,672.65
388	Alternative Ed Grant	157,629.00	4,973.37	74,134.89	14,869.34	68,624.77
411	Career Tech Salary	1,101,965.00	99,746.83	1,102,334.63	184,772.15	(185,141.78)
412	Career Tech Support	198,000.00	19,634.51	151,871.45	31,641.71	14,486.84
415	BMITE	40,000.00	500.00	8,622.73	16,975.76	14,401.51
424	Innovation Grant - Career Tech	17,000.00	-	16,752.15	-	247.85
469	Oklahoma Lottery Fund	29,313.00	-	29,403.75	-	(90.75)
	TOTAL STATE:	**6,765,744.00**	**579,121.94**	**5,734,814.48**	**2,096,386.03**	**(1,065,456.51)**

STILLWATER PUBLIC SCHOOLS

General Fund Expenditures

May-24

Proj #	Project Name	BUDGET	RANGE TO DATE	YTD	ENCUMBRANCES	END BUDGET
	FEDERAL					
511	title 1 A Basic	1,256,565.00	103,637.70	914,211.59	304,255.80	38,097.61
515	Title I - School Support		3,231.82	99,027.04	9,695.40	(108,722.44)
518	title 1 D neglected	17,261.00	-	-	992.34	16,268.66
541	title 2a	196,093.00	7,453.63	184,058.44	19,085.43	(7,050.87)
552	Title IV Part A	50,608.00	8,594.75	55,405.26	11,187.29	(15,984.55)
561	Indian Eduction	140,347.00	10,853.55	129,489.34	14,754.79	(3,897.13)
571	title 3 immigration	-	-	8,512.86	-	(8,512.86)
572	Title III Limited English	43,312.00	1,306.67	8,636.26	3,493.55	31,182.19
587	Title V Rural/Low Income	172,135.00	(27,635.77)	51,633.45	8,291.69	112,209.86
596	McKinney Vento	68,966.00	4,392.00	44,919.46	8,823.11	15,223.43
613	IDEA discretionary	-	-	2,858.00	1,575.00	(4,433.00)
615	Title 6 Part B	7,424.00	-	6,495.00	718.19	210.81
618	Transition	-	-	5,195.43	1,033.98	(6,229.41)
621	IDEA flowthrough	1,193,345.00	103,068.71	1,055,005.81	308,728.53	(170,389.34)
625	idea private school	-	1,063.05	11,963.51	13,722.08	(25,685.59)
628	ARP FLOWTHROUGH	204,913.00	-	1,269.03	-	203,643.97
629	ARP PRIVATE SCHOOL	-	-	2,804.88	-	(2,804.88)
641	idea preschool	32,155.00	-	33,166.96	-	(1,011.96)
642	FlowThru PreSchool	-	-	28.92	-	(28.92)
643	APR PreSchool	-	-	-	-	-
721	GEER-CARES	5,759.00	-	-	-	5,759.00
722	COUNSELOR CORPS GRANT	140,283.00	6,009.38	63,887.35	18,704.27	57,691.38
723	CDC Grant COVID Prevention	-	-	-	-	-
725	EMPLOYMENT OF STUDENT TEACHER	-	2,114.76	14,366.44	-	(14,366.44)
770	Misc. Federal Programs	-	-	-	-	-
788	Federal CARES funds (COVID)	-	-	-	-	-
793	ESSER II (COVID)	-	-	749.12	-	(749.12)
795	ESSER III (COVID)	3,070,824.00	29,768.15	2,248,485.52	245,675.08	576,663.40
796	ESSER III - Homeless	71,998.00	1,503.40	16,032.96	-	55,965.04
797	ESSER III - Homeless II	81,563.00	711.24	10,316.12	3,360.96	67,885.92
	TOTAL FEDERAL:	6,753,551.00	256,073.04	4,968,518.75	974,097.49	810,934.76
	LOCAL:	4,683,472.00	659,176.39	5,347,789.61	1,229,598.34	(1,893,915.95)
	PAYROLL:	42,000,000.00	3,717,501.27	34,171,031.68	8,243,070.87	(414,102.55)
	STATE/INTERM:	6,765,744.00	579,121.94	5,734,814.48	2,096,386.03	(1,065,456.51)
	FEDERAL:	6,753,551.00	256,073.04	4,968,518.75	974,097.49	810,934.76
		60,202,767.00	***5,211,872.64***	***50,222,154.52***	***12,543,152.73***	***(2,562,540.25)***

May 31, 2024

SUMMARY

OTHER FUNDS

Fiscal Year 2024 (July 1, 2023 - June 30, 2024)

Fund 21 (Building Fund)	Current Collected	YTD Collected	Difference
1110 - Ad Valorem C/Y	$ 102,204.35	$ 2,790,537.79	$ 2,790,537.79
1120 - Ad Valorem P/Y	$ 1,962.49	$ 45,471.90	$ 45,471.90
1510 - Insurance Loss/Recovery	$ -	$ 7,795.91	$ 7,795.91
1590 - Reimbursement Misc	$ 175,000.00	$ 194,947.44	$ 194,947.44
1690 - Misc Revenue	$ -	$ -	$ -
3160 - Farm Implement Tax	$ -	$ 426.97	$ 426.97
3250 - Flex Benefit	$ 30,222.66	$ 276,172.03	$ 276,172.03
3435 - State - Redbud	$ -	$ 41,517.15	$ 41,517.15
6110 - Fund Balance Forward	$ -	$ -	$ -
Total Revenue and Surplus FUND 21 - Building Fund	**$ 309,389.50**	**$ 3,356,869.19**	**$ 3,356,869.19**
5600 - Correcting Entry	$ -	$ -	
Subtotal	$ 309,389.50	$ 3,356,869.19	

	Payroll	Operation	YTD
Warrants Paid	$ 125,495.04	$ 41,022.52	
			$ 1,955,086.97

Adjusted Cash Balance in Fund 21 (Building Fund) $ 3,356,869.19

Fiscal Year 2024 (July 1, 2023 - June 30, 2024)

Fund 22 (Child Nutrition Fund)	Current Collected	YTD Collected	Difference
1510 - Reimb - Insurance Loss Recov	$ -	$ -	$ -
1710 - Student Lunches, Breakfasts, Special Milk	$ 72,130.44	$ 722,899.43	$ 722,899.43
1720 - A la Carte	$ 4,210.69	$ 42,211.52	$ 42,211.52
1730 - Adult Lunches/Breakfasts	$ 510.29	$ 5,093.79	$ 5,093.79
1790 - Other District Revenue	$ 3,447.87	$ 28,447.87	$ 28,447.87
3250 - State Aid (Including FBA)	$ 29,548.34	$ 257,131.21	$ 257,131.21
3720 - State Matching	$ 14,008.17	$ 29,798.34	$ 29,798.34
4710 - Federal Reimbursement - Lunches	$ 191,291.16	$ 1,377,965.75	$ 1,377,965.75
4720 - Federal Reimbursement - Breakfasts	$ 79,692.87	$ 559,270.16	$ 559,270.16
4740 - Summer Food	$ -	$ 113,312.17	$ 113,312.17
4705 - Emergency Operation Cost Reimb	$ -	$ 147,760.03	$ 147,760.03
4706 - Federal P-EBT Local Admin Funds	$ -	$ -	
6110 - Fund Balance Forward	$ -	$ -	$ -
Total Revenue and Surplus FUND 22 - Child Nutrition Fund	**$ 394,839.83**	**$ 3,283,890.27**	**$ 3,283,890.27**
5000 - Non-revenue Receipts	$ -	$ 206.41	
Subtotal	$ 394,839.83	$ 3,284,096.68	

	Payroll	Operation	YTD
Warrants Paid	$ 104,988.20	$ 50,183.85	
			$ 3,373,275.19

Adjusted Cash Balance in Fund 22 (Child Nutrition) $ 3,284,096.68

Fiscal Year 2024 (July 1, 2023 - June 30, 2024)

Fund 41 (Sinking Fund)	Current Collected	YTD Collected	Difference
1110 - Ad Valorem C/Y	$ 514,197.08	$ 14,039,385.41	$ 14,039,385.41
1120 - Ad Valorem P/Y	$ 9,788.47	$ 243,339.34	$ 243,339.34
	$ -	$ 2,114.28	$ 2,114.28
3160 - Farm Implement Tax	$ -	$ -	$ -
5111 - Premium on Bonds Sold	$ -	$ -	$ -
6110 Fund Balance Forward	$ -	$ -	$ -
Total Revenue and Surplus FUND 41 (Sinking Fund)	**$ 523,985.55**	**$ 14,284,839.03**	**$ 14,284,839.03**
5000 - Non-revenue Receipts (Excluding Return of Asse	$ -	$ -	
Subtotal	$ 523,985.55	$ 14,284,839.03	

	Operation	YTD
Warrants Paid	$ 316,300.00	$ 778,392.94

Adjusted Cash Balance in Fund 41 (Sinking Fund) $ 13,506,446.09

STILLWATER PUBLIC SCHOOLS

STILLWATER BOARD OF EDUCATION

PREPARED BY: Michael Arnold, Chief Financial Officer
APPROVED BY: Uwe Gordon, Superintendent
DATE: June 11, 2024

AGENDA ITEM: 5B
Receive Bond Expenditures and Revenues Report

BOARD ACTION REQUESTED:
None. This is an information only item.

BACKGROUND INFORMATION:

The monthly Bond Expenditures and Revenues Report for October 2023 provides an overview of the General Obligation Bond Issue approved on February 14, 2017 and the General Obligation Bond Issue approved on February 14, 2023.

Warrants issued for the $74,000,000 bond issue (current proceeds of $74,000,000) equal $2,044,677.21 with total funds remaining of $7,992,798.

Warrants issued for the $195,000,000 bond issue (current proceeds of $12,000,000) equal $3,658,597.19 with total funds remaining of $8,192,553.

2017 Bond Budget Worksheet

Authorized February 14th, 2017

						5/31/2024	
Fiscal Year		**2023-24**			**BOND TO DATE**		
		bond sale 6/1/2023					**2017 BOND BUDGET**
Sale		$ 13,365,000			$ 71,365,000		**$ 74,000,000**
Transportation					$ 2,635,000		
Bond Premium		$ 541,094					
Issuance		$ (222,278)					**$ (923,415)**
Available Proceeds		$ 13,683,816					**$ 73,076,585**
Investments		$ 25,992					**$ 495,892**
TOTAL AVAILABLE PROCEEDS		**$ 13,709,808**					**$ 73,572,478**
Bond Line Items (non-construction)							
Budget		**Budget**		**FY24 TO DATE**	**Exp Bond to Date**		
Maint-Reno		$ 1,750,000		$ 1,590,372	**$ 8,196,835**		**$ 8,356,463**
Textbooks		$ 553,064		$ (13,261)	**$ 1,934,260**		**$ 2,500,585**
Technology		$ 868,905		$ 359,629	**$ 4,207,844**		**$ 4,717,120**
Security		$ 486,801		$ 82,828	**$ 596,028**		**$ 1,000,000**
Transportation		$ 620,000		$ 20,109	**$ 1,815,836**		**$ 2,415,727**
Band / Music		$ 19,496		$ -	**$ 235,191**		**$ 254,687**
OES		$ -		$ 5,000			
2023 LRFP & Bond Services (33)					**$ 84,346**		**$ 84,346**
Total non-construction budget		$ 4,298,266		$ 2,044,677	$ 17,070,340		**$ 19,328,928**
Bond Construction Line Items							
Budget							
Westwood lease purchase pmts		$ 13,102,560		**$ 13,102,560**	**$ 25,363,864**		**$ 25,363,864**
sangre ridge	construction	$ -			$ 4,694,489		$ 4,694,489
80	other	$ -			$ 122,482		$ 122,482
	architect	$ -			$ 341,676		$ 341,676
	total project	**$ -**			**$ 5,158,648**		**$ 5,158,648**
middle school	construction	$ -			$ 7,709,816		$ 7,709,816
81	other	$ -			$ 225,191		$ 225,191
	architect	$ -			$ 577,767		$ 577,767
	total project	**$ -**			**$ 8,512,775**		**$ 8,512,775**
junior high	construction	$ -			$ 8,523,216		$ 8,523,216
82	other	$ -			$ 355,044		$ 355,044
	architect	$ -			$ 709,675		$ 709,675
	total project	**$ -**			**$ 9,587,934**		**$ 9,587,934**
skyline	construction	$ -			$ 2,483,504		$ 2,483,504
85	SPS Contingency	$ -			$ 69,256		$ 69,256
	other	$ -			$ 111,700		$ 111,700
	architect	$ -			$ 87,250		$ 87,250
	total project	**$ -**			**$ 2,751,710**		**$ 2,751,710**
Total Construction Budget		$ 13,102,560		**$ 13,102,560**	**$ 51,374,931**		**$ 51,374,931**
Total Bond Budget & Encumbrances							
Budget							
Non-Construction		$ 4,298,266		$ 2,044,677	$ 17,075,340		**$ 19,328,928**
Construction		$ 13,102,560		$ 13,102,560	$ 51,374,931		**$ 51,374,931**
Total budget		***$ 17,400,826***		***$ 15,147,237***	***$ 68,450,270***		***$ 70,703,859***
Unbudgeted	Cumulative	$ 5,739,209		$ 7,992,798			

2023 Bond Budget Worksheet

Vote February 2023

5/31/2024

		2023-24 BUDGET	2023-24 ACTUAL
		bond sale 6/1/2023	
Sale		$ 12,000,000	$ 12,000,000
Bond Premium		$ 485,496	
Accrued Interest on Sale		$ 23,333	
Less Exhibit A Cost of Issuance		$ (148,849)	
Less Original Issue Discount		$ (199,800)	
Less Underwriter's Discount		(71,400)	
Available Proceeds		$ 12,088,780	
Investments		$ -	
TOTAL AVAILABLE PROCEEDS		**$ 12,088,780**	
DEPOSITED TO BOND FUND 32			**$ 11,851,151**
Excess Net Preimum to Sinking Fund:			$ 214,296
Accrued Interest to Sinking Fund:			$ 23,333
Bond Line Items (non-construction)			
Budget			
O&M		$ 950,000	$ 157,063
Deferred Maintenance (Roof and HVAC)		$ 3,948,944	$ 135,278
Athletics (Uniforms & Equipment Replacement)			
Academics & 1:1 Technology			$ 630,397
Technology			
Safety & Security			
Transportation			
Band / Music (Instruments & Uniforms)			
Balance to total			
Total non-construction budget		$ 4,898,944	$ 922,738
Bond Construction Line Items			
Budget			
Bond Administration		$ -	
New HS Funded w/LP	Bank Pmt - Construction	$ -	
PROJECT 068	Bank Pmt - Land Purchase	$ -	
	L/P Interest	$ -	
	COI	$ -	
	Construction - Direct	$ -	
	A/E	$ 5,400,000	$ 2,735,859
	FF&E	$ -	
	total project	**$ 5,400,000**	**$ 2,735,859**
Athletic Complex Phase 1	New construction	$ -	
PROJECT 069	New A/E	$ -	$ -
	New FF&E	$ -	
	Existing HS Ath Bldg Reno	$ -	
	Existing HS City Gym Reno	$ -	
	Pool	$ -	
	total project	**$ -**	**$ -**
Total Construction Budget		**$ 5,400,000**	**$ 2,735,859**

Total Bond Budget & Encumbrances			
Budget 2023			
Non-Construction		$ 4,898,944	$ 922,738
Construction		$ 5,400,000	$ 2,735,859
Total budget		*$ 10,298,944*	*$ 3,658,597*
Proceeds Available		$ 11,851,151	
Proceeds Available - Cumulative		$ 8,192,553	
unbudgeted	Annual	$ 1,552,207	$ 8,192,553
Unbudgeted	Cumulative	$ 1,552,207	$ 8,192,553

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: 6A

Receive Bond 2023 Update.

BOARD ACTION REQUESTED:

This is an information item only. No board action is requested.

BACKGROUND INFORMATION:

Attached to this memo is an update on Bond 2023.

SPS BOND 2023 PROJECTS REPORT
06.11.2024

SPS OES IMPROVEMENTS

505 Architects finalized the Construction Documentation for the Phase 1 to allow SPS Technology Department to vacate their Cimmaron Plaza location and relocate to OES.

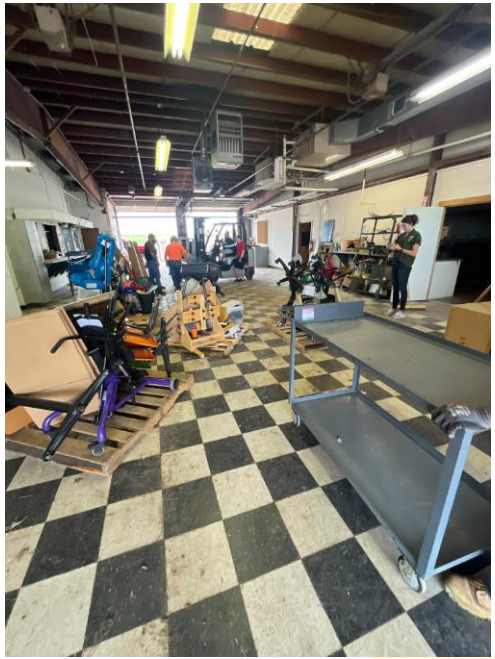
- Owner, Architect, and Constructor (OAC) meetings are scheduled for every threes weeks to review construction progress.
- 505 Architects has begun to receive Submittals from Lippert Bros and is reviewing.
- Demolition is underway.

SPS OES IMPROVEMENTS

OES Demolition Photographs

SPS OES IMPROVEMENTS

OES Demolition Photographs



DEFERRED MAINTENANCE PROJECTS

SPS Richmond HVAC and Roof Improvements/SPS JRHS HVAC and Roof Improvements Projects are in the Construction Phase.

- Richmond Elementary roof replacement scope of Work is underway and is anticipated to be complete by end of June. Grading improvements are schedule for the later part of the month of June.
- JRHS is scheduled for roof replacement scope of Work to begin 6/17 and completed by mid August.
- HVAC units have begun to be delivered with anticipation of receiving all the mechanical units by the end of June for both Projects. Units are being storage and installation will begin upon receipt of all the mechanical units.

DEFERRED MAINTENANCE PROJECTS

Richmond Elementary Roof Replacment Photographs

DEFERRED MAINTENANCE PROJECTS

Richmond Elementary Roof Replacment Photographs

DEFERRED MAINTENANCE PROJECTS

Richmond Elementary Roof Replacment Photographs

DEFERRED MAINTENANCE PROJECTS

Richmond Elementary Roof Replacment Photographs

DEFERRED MAINTENANCE PROJECTS

Richmond Elementary Roof Replacment Photographs

HS PHASE 1

Cimarron Plaza Demolition, Public Infrastructure Improvements and Electrical Switchgear (material only) construction has begun.

- Cimarron Plaza Demolition, Public Infrastructure Improvements and Electrical Switchgear (material only) are underway.
- Demolition will occur over 3 phases. Phase 1 is nearing completion; Phase 2 will begin this month, and the Phase 3 in November after SPS IT has relocated to OES.

HS PHASE 1

Cimarron Plaza Demolition Photographs

HS PHASE 1

Cimarron Plaza Demolition Photographs

HS PHASE 1

Cimarron Plaza Demolition Photographs

HS PHASE 1

HS Phase 1 Bidding Phase

- 505 Architects received Payne County Health Department permit with no comments.
- 505 Architects received The City of Stillwater comments on 6/2 and is responding.
- 505 Architects anticipates to received ICC 500 Third Party review comments by 6/5.
- Pre-bid meeting for interested Subcontractors was held on 5.15 with good turn out.
- The Bid Opening of Subcontractor bids was on 5.29 with good coverage on the bids. Willowbrook is currently scoping the received bids to confirm the scope of Work is correct. Overall GMP is tracking under budget.
- At a June 20th BOE Special meeting the Subcontractor bids will be presented to the BOE for consideration to award and to approve an Amendment for the GMP for the site and building scope of Work.

PIONEERS
STILLWATER